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**FINAL**  
**CITY COUNCIL**  
  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. October 21, 2014

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on October 14, 2014

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
  
Disability Mentoring Day  
The Wichita Asian Festival Day
- Award:  
  
National Award Recognition for Purchasing

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Bob Weeks - Proposed Sales Tax.
2. Mark Woolbright – Current and ongoing status of the working relationship between Wichita Fire Fighters Local 135 and the Wichita City Administration.

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## **II. CONSENT AGENDAS (ITEMS 1 THROUGH 14)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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## **COUNCIL BUSINESS**

### **III. UNFINISHED COUNCIL BUSINESS**

None

### **IV. NEW COUNCIL BUSINESS**

1. Public Hearing on Proposed Assessments for Six (6) Paving Projects, Twelve (12) Water Projects, Nine (9) Sewer Projects, and Seven (7) Storm Sewer Projects in the March 2015 Bond Sale Series 816.  
(Districts I, II, IV, V, and VI)

RECOMMENDED ACTION: Close the Public Hearing, approve the proposed assessments and place the ordinances on first reading.

2. 13th Street North and Edgemoor Intersection Improvements. (District I)

RECOMMENDED ACTION: Approve the design concept and authorize the necessary signatures.

3. Air Quality Improvement Program Update, City of Wichita Ozone Action Plan.

RECOMMENDED ACTION: Receive and file the City of Wichita Ozone Action Plan.



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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

None

**HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

1. **Approval of travel expenses for Council Member Pete Meitzner to attend the NBAA 2014 Business Aviation Convention and Exhibition in Orlando, Florida, October 20-23, 2014.**

RECOMMENDED ACTION: Approve the expenditures.

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 14)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated October 20, 2014.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Lien T Huynh	Lien T Huynh (Pho Ong8) **	4857 East Harry
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Berry L Epley	Presto#1629***	3311 North Rock Road
Berry L Epley	Presto#1630***	2190 North Rock Road
Berry L Epley	Presto#1631***	1250 South Rock Road
Berry L Epley	Presto#1633***	1254 South Tyler Road
Berry L Epley	Presto#1636***	4414 West Maple
Berry L Epley	Presto#1637***	7136 West Central
Berry L Epley	Presto#1638***	2001 South Oliver
Berry L Epley	Presto#1639***	7736 West 21 North
Berry L Epley	Presto#1640***	4821 South Broadway
Berry L Epley	Presto#1641***	515 North Seneca
Berry L Epley	Presto#1642***	2356 South Seneca
Berry L Epley	Presto#1643***	1350 North Oliver

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Sanitary Sewer in North Ridge Village Addition. (District V)  
b. Paving Improvements to Emerald Bay Estates Second Addition. (District VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Event - Wichita Toy Run. (Districts I, IV and VI)
- b. Community Events - Mustache Dash 5K. (District VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. United States Geological Survey (USGS) Surface Water Agreement October 1, 2014 through September 30, 2015.
- b. Waterline Relocation for Kellogg and I-235 Interchange. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Design Services Agreement:

- a. Supplemental Design Agreement No. 12 for the Kellogg and Woodlawn Intersection. (Districts I, II, and III)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Order:

- a. Change Order No. 2 for 135th Street West, Maple to Central. (District V)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Minutes of Advisory Boards/Commissions

Joint Investment Committee, September 4, 2014  
Wichita Airport Advisory Board, September 8, 2014  
Wichita Pedestrian and Bicycle Board, August 26, 2014

RECOMMENDED ACTION: Receive and file.

10. Report on Claims for September 2014.

RECOMMENDED ACTION: Receive and file.

11. 2014 Permanent Supportive Housing Bonus.

RECOMMENDED ACTION: Authorize the Housing and Community Services Department to apply for funding to implement a Permanent Supportive Housing program under the Continuum of Care, and authorize the necessary signatures.

12. Settlement of City of Wichita v. Swift-Cor Aerospace, Inc. (District IV)

RECOMMENDED ACTION: Approve the settlement and authorize the necessary signatures.

12a. **Acquisition of a Portion of 3950 North Hoover for the K-96 and Hoover Road Interchange Project in Exchange for the Use of Property Near Kellogg Drive and Armour Drive. (Districts V and II)**

RECOMMENDED ACTION: Approve the usage agreement and authorize the necessary signatures.

13. **Second Reading Ordinances:** (First Read October 14, 2014)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

**II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

14. **\*SUB2014-00034 -- Plat of Chaparral Field Addition located on the North Side of 69th Street North, West of Meridian.** (County)

RECOMMENDED ACTION: Approve the plat and authorize the necessary signatures.

**II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

**II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT :** Public Hearing on Proposed Assessments for Six (6) Paving Projects, Twelve (12) Water Projects, Nine (9) Sewer Projects, and Seven (7) Storm Sewer Projects in the March 2015 Bond Sale Series 816 (Districts I, II, IV, V, and VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendation:** Approve the proposed assessments and place the ordinance on first reading.

**Background:** The City Council was notified on August 26, 2014 that the proposed assessment rolls were on file for public inspection in the Department of Finance.

**Analysis:** Notice of hearing letters were published August 29, 2014 for six (6) paving projects, twelve (12) water line projects, nine (9) sewer projects and seven (7) storm water drain projects, in the Wichita Eagle for new additions; being not less than ten days prior to the date of hearing. All affected property owners have been notified in writing. Department of Finance and Public Works staff held an informal hearing on September 15, 2014 at 11:00 a.m.

**Financial Considerations:** Statements of Special Assessment will be mailed to the property owners on November 7, 2014. The property owners have 30 days from the date of statement to pay their assessment and avoid paying interest. The assessments not paid during this period will be included the March 2015 bond sale. The interest added to the principal amount will be determined by the rate at which the bonds sell. The principal and interest will then be spread and placed on the 2015 tax roll.

**Legal Considerations:** The Law Department has approved the ordinances as to form.

**Recommendation/Action:** It is recommended that the City Council close the public hearing, approve the proposed assessments and place the ordinances on first reading.

**Attachment:** Special Assessments projects list and ordinance.

**HEARING ON PROPOSED ASSESSMENTS FOR CONSTRUCTION OF PAVING, WATER, SEWER, AND STORM SEWER PROJECTS:**

On August 26, 2014 the Council was notified that the Proposed Assessment Rolls for construction of the following paving, water, sewer and storm sewer projects has been prepared and were on file in the office of Debt Management in the Finance Department for public inspection:

**PAVING PROJECTS:**

- a. (490-290/472-83791) CONSTRUCTING PAVEMENT ON BRUSH CREEK CIRCLE, BRUSH CREEK COURT, FROM THE NORTH LINE OF WESTLAKES PARKWAY TO AND INCLUDING THE CUL-DE-SAC; AND PAVING WESTLAKES COURT FROM THE NORTH LINE OF WESTLAKES PARKWAY TO AND INCLUDING THE CUL-DE-SAC (North of 29th Street North, Between Maize and Tyler), as authorized by Resolution No. 11-206, adopted August 23, 2011, and published August 26, 2011, corrected & republished on September 22, 2011; and rescinding Res. 03-306, adopted 06-10-03, Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 07-15-14 in the amount of \$630,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.
- b. (490-300/472-84983) CONSTRUCTING PAVEMENT ON 29TH STREET (East of Greenwich, South of 29th Street North), as authorized by Resolution No. 11-073, adopted 4/5/2011, and published 4/8/2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$174,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- c. (490-301/472-84980) CONSTRUCTING PAVEMENT ON 29TH STREET NORTH FROM 200 FEET EAST OF THE NORTHWEST CORNER OF STONEY POINTE ADDITION TO THE EAST A DISTANCE OF 515 FEET (East of Greenwich, South of 29th Street North), as authorized by Resolution No. 13-041, adopted February 26, 2013, published March 1, 2013; rescinding Res. 11-055, adopted April 5, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$125,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.
- d. (490-306/472-84990) CONSTRUCTING PAVEMENT ON PARKDALE CIRCLE (North of 29th Street North, West of Maize), as authorized by Resolution No. 11-094, adopted 4/26/2011, and published 4/29/2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$533,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

e. (490-313/472-85059) CONSTRUCTING PAVEMENT ON SPLIT RAIL STREET & SPLIT RAIL CIRCLE (South of 21st Street, West of 143rd Street East), as authorized by Resolution No. 13-104, adopted June 11, 2013, and published June 14, 2013; rescinding Res. 12-159, adopted June 19, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$259,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

f. (490-315/472-85103) CONSTRUCTING PAVEMENT ON JENNIE STREET AND JENNIE COURT (West of 119th Street West, South of Central), as authorized by Resolution No. 13-118, adopted 7/2/2013, and published 7/6/2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$255,100.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

#### WATER PROJECTS:

g. (470174/448-90108) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Falcon Falls 2nd Add. North of 45th St. North, West of Hillside, as authorized by Resolution No. 05-489 rescinded by 13-135, adopted October 4, 2005, August 6, 2013, and published October 7, 2005, August 9, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$36,400 is to be apportioned 100%. The cost has been assessed on a fractional basis. District I.

h. (470170/448-90298) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Tara Creek Addition North of Pawnee, West of 127th St. East., as authorized by Resolution No. 07-360, adopted June 19, 2007, and published June 25, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$37,100 is to be apportioned 100%. The cost has been assessed on a fractional basis. District II.

i. (470159/448-90331) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Newmarket V Addition South of 29th St. North, West of Maize, as authorized by Resolution No. 08-410, rescinded by 13-063, 13-097, adopted August 5, 2008, April 16, 2013, June 4, 2013, and published August 8, 2008, April 19, 2013, June 7, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$159,100 is to be apportioned 100%. The cost has been assessed on a fractional basis. District V.



j. (470158/448-90343) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Waterfront 6th Add. North of 13th, West of Greenwich, as authorized by Resolution No. 07-647, adopted November 6, 2007, and published November 10, 2007, corrected & republished November 23, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$65,700 is to be apportioned 100%. The cost has been assessed on a fractional basis. District II.

k. (470166/448-90505) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve The Woods Addition East of 151st St. West, North of Maple, as authorized by Resolution No. 10-315, adopted December 7, 2010, and published December 10, 2010. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$56,700 is to be apportioned 100%. The cost has been assessed on a fractional basis. District V.

l. (470168/448-90555) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve The Woods North 3rd Addition South of 29th St. North, West of 127th St. East, as authorized by Resolution No. 12-100, adopted May 8, 2012, and published May 11, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$58,500 is to be apportioned 100%. The cost has been assessed on a fractional basis. District II.

m. (470160/448-90563) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Krug South Addition South of 21st, West of 143rd St. East, as authorized by Resolution No. 12-153 rescinded by 14-081;, adopted June 19, 2012, March 18, 2014, and published June 22, 2012; March 21, 2014. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$85,529 is to be apportioned 100%. The cost has been assessed on a fractional basis. District II.

n. (470-156/448-90585) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Bridgeport Industrial Park I South of 37th St. North, East of Broadway, as authorized by Resolution No. 13-040, adopted February 26, 2013, and published March 1, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$40,900 is to be apportioned \$18,875.35 payable by the improvement district; \$22,024.65 payable by the Water Utility Fund. The cost has been assessed on a fractional basis. District VI.

o. (470161/448-90592) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Frontgate Addition South of Central, West of 127th St. East, as authorized by Resolution No. 13-090, adopted May 21, 2013, and published May 24, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost

approved 7/15/2014 in the amount of \$86,482 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

p. (470165/448-90598) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Bay Country West of 119th St. West, South of Central, as authorized by Resolution No. 13-117, adopted July 2, 2013, and published July 6, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$74,900 is to be apportioned 100%. The cost has been assessed on a fractional basis. District V.

q. (470164/448-90600) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Northborough 3rd Addition South of 21st St. North, East of Woodlawn, as authorized by Resolution No. 13-121, adopted July 2, 2013, and published July 6, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$89,300 is to be apportioned 100%. The cost has been assessed on a fractional basis. District II.

r. (470-167/448-90597) CONSTRUCTION OF WATER DISTRIBUTION SYSTEM, To Serve Mission Addition North of Central, East of Hoover, as authorized by Resolution No. 13-113, adopted July 2, 2013, and published July 6, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$103,800 is to be apportioned 100%. The cost has been assessed on a fractional basis. District VI.

#### SEWER PROJECTS:

s. ((480051/ 468-84363) CONSTRUCTION OF LATERAL 5, MAIN 18, FOUR MILE CREEK SEWER, To Serve Tara Creek Addition, North of Pawnee, West of 127th St. East, as authorized by Resolution No. 07-363, adopted June 19, 2007; published June 25, 2007. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$54,600 is to be apportioned 100% payable by the Improvement District. The cost has been assessed on a fractional basis. District II.

t. (480049/ 468-84822) CONSTRUCTION OF LATERAL 430, FOUR MILE CREEK, To Serve Woods North 3rd Addition, South of 29th St. North; West of 127th St. East, as authorized by Resolution No. 12-108, adopted May 8, 2012; published May 11, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$146,329 is to be apportioned \$138,874.10 payable by the Improvement District; \$7,454.90 payable by the Sewer Utility Fund. The cost has been assessed on a fractional basis. District II.

u. (480047/ 468-84855) CONSTRUCTION OF LATERAL 539, SOUTHWEST INTERCEPTOR SEWER, To Serve Dewitt 5th Addition, South of Harry, East of Hoover, as authorized by Resolution No. 12-272, adopted December 18, 2012; published January 15, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$22,748 is to be apportioned 100% payable by the Improvement District. The cost has been assessed on a fractional basis. District IV.

v. (480037/ 468-84858) CONSTRUCTION OF LATERAL 8, MAIN 18, FOUR MILE CREEK SEWER, To Serve Bellechase 3rd Add., North of Harry, East of 127th St. East, as authorized by Resolution No. 13-004, adopted January 8, 2013; published January 11, 2013; corrected & republished January 30, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$163,100 is to be apportioned 100% payable by the Improvement District. The cost has been assessed on a fractional basis. District II.

w. (480-039/ 468-84871) CONSTRUCTION OF LATERAL 60, MAIN 24, WAR INDUSTRIES SEWER, To Serve Waterfront 8th Addition, North of 13th, West of Greenwich, as authorized by Resolution No. 13-062, adopted April 16, 2013; published April 19, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$29,000 is to be apportioned 100% payable by the Improvement District. The cost has been assessed on a square foot basis. District II.

x. (480042/ 468-84879) CONSTRUCTION OF LATERAL 433, FOUR MILE CREEK, To Serve Frontgate Addition, South of Central, West of 127th St. East, as authorized by Resolution No. 13-088, adopted May 21, 2013; published May 24, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$153,000 is to be apportioned 100% payable by the Improvement District. The cost has been assessed on a fractional basis. District II.

y. (480041/ 468-84883) CONSTRUCTION OF LATERAL 136, WESTLINK SANITARY SEWER, To Serve Huntington Park Addition, South of 13th, West of Maize, as authorized by Resolution No. 13-185, adopted October 1<sup>st</sup>, published October 4, 2013; rescinding 13-099, adopted June 4, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$30,000 is to be apportioned 100% payable by the Improvement District. The cost has been assessed on a fractional basis. District V.

z. (480046/ 468-84890) CONSTRUCTION OF LATERAL 62, COWSKIN INTERCEPTOR SEWER, To Serve Bay Country Addition, West of 119th St. West, South of Central, as authorized by Resolution No. 13-116, adopted July 2, 2013; published July 6, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$123,900 is to be apportioned 100% payable by the Improvement District. The cost has been assessed on a fractional basis. District V.

aa. (480045/ 468-84894) CONSTRUCTION OF LATERAL 22, MAIN 20, WAR INDUSTRIES SEWER, To Serve Northborough 3rd Add., South of 21st St. North, East of Woodlawn, as authorized by Resolution No. 13-122, adopted July 2, 2013; published July 6, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014 in the amount of \$89,330 is to be apportioned 100% payable by the Improvement District. The cost has been assessed on a fractional basis. District II.

#### STORM SEWER PROJECTS:

ab. (485-393/468-84732) CONSTRUCTION OF STORM WATER SEWER NO 660, TO SERVE BERKELEY SQUARE FIRST ADDITION & UNPLATTED TRACT, HOME BANK & TRUST ADDITION, North of 13th, West of Greenwich, as authorized by Resolution No. 11-038, adopted March 8, 2011, and published March 11, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/14, in the amount of \$740,300.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

ac. (485-389/468-84753) CONSTRUCTION OF STORM, WATER DRAIN NO. 376, TO SERVE NEWMARKET OFFICE 2ND ADDITION, North of 29th Street North, West of Maize, as authorized by Resolution No. 11-093, adopted April 26, 2011, and published April 29, 2011. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/14, in the amount of \$518,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

ad. (485-408/468-84880) CONSTRUCTION OF STORM WATER DRAIN NO. 387, TO SERVE FRONTGATE ADDITION, SOUTH OF CENTRAL, WEST OF 127TH ST. EAST, as authorized by Resolution No. 14 -040, adopted January 28, 2014, published January 31, 2014 and rescinding 13-087, adopted May 21, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/14,

in the amount of \$361,500.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

ae. (485-406/468-84884) CONSTRUCTION OF STORM WATER DRAIN NO. 388, TO SERVE HUNTINGTON PARK ADDITION, SOUTH OF 13TH, WEST OF MAIZE, as authorized by Resolution No. 13-098, adopted June 4, 2013, and published June 7, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/14, in the amount of \$70,000.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

af. (485-411/468-84887) CONSTRUCTION OF STORM WATER DRAIN NO. 389, TO SERVE BAY COUNTRY ADDITION, West of 119th St. West, South of Central, as authorized by Resolution No. 13-114, adopted July 2, 2013, and published July 6, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/14, in the amount of \$229,200.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

ag. (485-412/468-84888) CONSTRUCTION OF STORM WATER SEWER NO. 670, TO SERVE BAY COUNTRY ADDITION, West of 119th St. West, South of Central, as authorized by Resolution No. 13-115, adopted July 2, 2013, and published July 6, 2013. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/14, in the amount of \$72,600.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District V.

ah. (485-407/468-84835) CONSTRUCTION OF STORM WATER SEWER NO. 669, TO SERVE KRUG SOUTH ADDITION, South of 21st St, West of 143rd St. East, as authorized by Resolution No. 13-153, adopted August 20, 2013, published August 23, 2013; rescinding Res. 12-150, adopted June 19, 2012. Petition for this improvement was signed by owners representing 100% of the property ownership. The Statement of Cost approved 7/15/2014, in the amount of \$119,900.00 is to be apportioned 100% payable by the improvement district. The cost has been assessed on a fractional basis. District II.

**City of Wichita  
City Council Meeting  
October 21, 2014**

**TO:** Mayor and City Council

**SUBJECT:** 13<sup>th</sup> Street North and Edgemoor Intersection Improvements (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendations:** Approve the design concept.

**Background:** On July 15, 2014, the City Council approved an agreement with Poe & Associates for concept design of improvements to the intersection of 13<sup>th</sup> Street North and Edgemoor Drive. On September 8, 2014, the District I Advisory Board sponsored a neighborhood hearing on the project. The Board voted unanimously to recommend approval of the project.

**Analysis:** Improvements to the intersection include construction of a westbound left turn lane, installation of traffic signals, and pavement marking to create northbound right and left turn lanes on Edgemoor. Construction is planned to begin in spring 2015 and be completed in late 2015. The intersection will be partially open to traffic throughout construction, with left turns onto Edgemoor being prohibited as necessary.

**Financial Considerations:** Construction funding for this project is not included in the 2011-2020 Adopted Capital Improvement Program; however, it is included in the Wichita Area Metropolitan Planning Organization (WAMPO) Transportation Improvement Program (TIP) in 2015. Additional funding sources will need to be identified prior to commencement of construction.

**Legal Considerations:** There are no legal considerations associated with the City Council's approval of the design concept.

**Recommendation/Actions:** It is recommended that the City Council approve the design concept and authorize the necessary signatures.

**Attachments:** Map.



City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** Air Quality Improvement Program Update, City of Wichita Ozone Action Plan  
(All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** New Business

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**Recommendation:** Receive and file the City of Wichita Ozone Action Plan 2014-2015.

**Background:** The City of Wichita's Public Works & Utilities Air Quality Section performs work to further the betterment of air quality through regulatory and voluntary programs. The City submitted a letter to the Environmental Protection Agency (EPA) in August of 2012 agreeing to participate in Ozone Advance. The Ozone Advance Program is a voluntary EPA program that helps participating areas reduce ozone in order to stay in attainment with National Ambient Air Quality Standards (NAAQS). The Ozone Advance Program promotes, develops and implements actions to produce measurable reductions in ozone forming emissions for Wichita and the surrounding four-county Metropolitan Statistical Area (MSA) (Sedgwick, Butler, Harvey and Sumner). Ozone Advance participants better position themselves for compliance with State Improvement Plans (SIP) if a non-attainment designation occurs.

The Air Quality Improvement Task Force (AQITF) is the MSA's regional technical air quality technical advisory group and is facilitated by Wichita's air quality staff. The Ozone Advance Path Forward (Path Forward) is a required document for voluntary participation in Ozone Advance. The MSA's Path Forward was developed by the AQITF along with stakeholder input and submitted to the EPA in April of 2014. The Path Forward contains a menu of action items and projects for reducing ozone forming emissions. Local governments, businesses and industries can participate in the MSA's Ozone Advance Program by selecting items from the Path Forward and implementing action plans.

**Analysis:** The City of Wichita's Ozone Action Plan was developed in alignment with the MSA's Path Forward. Some of the projects in Wichita's Ozone Action Plan that may have contributed to this year's lower ozone levels include ozone alert day outreach and education, free fares, and the City's no idling policy. Staff anticipates these projects, along with a vanpool study/pilot project and the implementation of the bicycle and pedestrian master plans will continue to make positive improvements in the local air quality.

Meeting NAAQS for ozone will avoid costly non-attainment designation. A proactive approach to reducing ozone forming emissions could lead to a lower non-attainment classification and fewer mandated control requirements for the area. Acting in the near term provides greater flexibility to choose control measures that make the most sense and are cost effective for an area.

Objectives of the City's Ozone Action Plan include:

1. Remain in attainment with NAAQS for ozone.
2. Better position the City of Wichita and the MSA if designated out of attainment.



The City's Action Plan takes a three pronged approach to meeting those objectives.

1. Implement outcome based projects under the MSA's Path Forward identified in the City's Ozone Action Plan.
2. Develop and utilize state of the art modeling to identify the most effective solutions and demonstrate measurable outcomes.
3. Support the regional Ozone Advance effort.

The plan will be accomplished by demonstrating leadership in Wichita and the MSA, by engaging with local and regional stakeholders, and through partnering with state and federal regulatory agencies to shape air quality policies and reduce emissions that effect ozone within the MSA.

**Financial Consideration:** Projects included in the Ozone Action Plan are funded separately from grants and/or other funding sources as they become available. City Council approval of projects and funding sources will be obtained prior to implementing any specific project listed in the Ozone Action Plan.

**Legal Consideration:** The Law Department has reviewed and approved the Ozone Action Plan as to form.

**Recommendation/Actions:** It is recommended the City Council receive and file the City of Wichita Ozone Action Plan.

**Attachment:** City of Wichita Ozone Action Plan 2014-2015.



## 2014-2015 City of Wichita Ozone Action Plan

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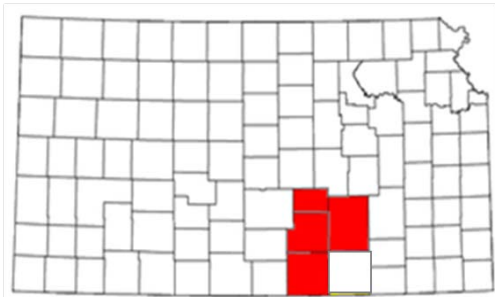
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# Executive Summary

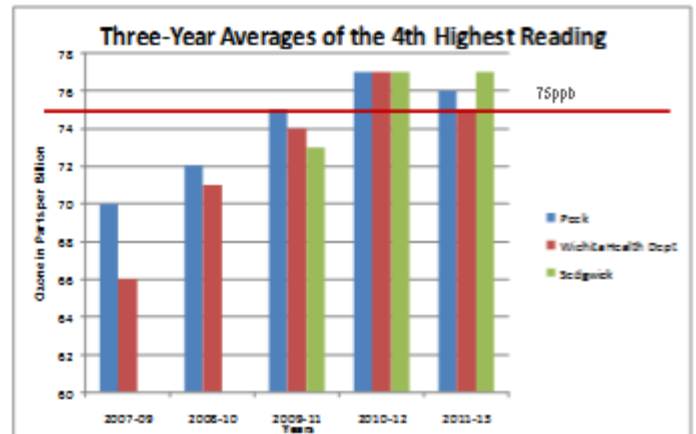
## Background

Ozone is the air pollutant of concern for the Wichita MSA. The four county MSA is at risk of being designated a nonattainment area for the national ozone standard. A nonattainment designation is costly to the community and local businesses.

In August of 2012, the City of Wichita voluntarily joined the EPA Ozone Advance (OA) program. The Air Quality Improvement Task Force (AQITF) is an advisory group to the Wichita City Manager and Council regarding air quality issues. The AQITF is taking the lead on the OA process.



The affected region is the **Wichita Metropolitan Statistical Area (MSA)** – Butler, Harvey, Sedgwick & Sumner Counties.



## Objectives of Ozone Advance

- Submit the **Ozone Advance Path Forward Plan** that includes intended action steps that reduce ozone-forming emissions
- Avoid a *nonattainment* designation or receive a favorable designation

## Roles

**AQITF**— Promotes and advises local governments, nonprofits or businesses to take on and implement Path Forward projects. Collect project data from the entire MSA for inclusion in Path Forward Updates.

**City of Wichita Staff**— Facilitate the AQITF. Select Path Forward Projects for consideration. Implement approved projects.

**Wichita City Council**—Support and approve projects that reduce ozone-forming emissions and fit with City goals and budget.

**Other Local Governments**—Support and implement projects. Report project outcomes to the AQITF.

**Local Businesses & Nonprofits**—Support and implement projects. Report project outcomes to the AQITF.

## City of Wichita Ozone Action Plan Projects

- Ozone Alert & Education Program
- Clean Air Car Clinics
- Free Fares Project
- Wichita Bicycle and Pedestrian Master Plans
- No Idling Policy
- Vanpool Study and Pilot Project
- Diesel Fleet Improvements
- AERO VOC reduction education program
- Open burn education & restrictions
- Model Contracts
- Workplace Partnership Program

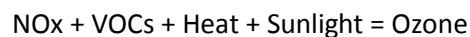
# Introduction

## BACKGROUND

The Wichita Air Quality Control program began in 1971 in cooperation with the Kansas Department of Health and Environment, Bureau of Air. The program consists of air monitoring activities; inspection of air pollution sources; and investigation of complaints. City of Wichita monitors ambient air for the criteria pollutants ozone (ground-level), nitrogen oxides, sulfur dioxide and particulate matter in accordance with regulations set forth in the federal Clean Air Act. Lead and carbon monoxide are no longer monitored in the Wichita area, on a continuous basis, due to significant decreases in these pollutants since the 1970s. Wichita has been in compliance with all six criteria pollutants since 1989. The Wichita Metropolitan Statistical Area (MSA), which includes Butler, Harvey, Sedgwick and Sumner Counties, is close to exceeding the National Ambient Air Quality Standard (NAAQS) for ozone.

Ozone is an air pollutant that can cause lung damage in healthy people and can have severe effects on sensitive groups like children, the elderly and people with respiratory diseases, like asthma and emphysema. There are more than 52,700 adult asthma sufferers in the Wichita MSA. Children and the elderly make up 20% (124,961 individuals) of the overall population in the four county region. The ozone standard is designed to protect the most sensitive groups in our population.

Ozone is formed when the nitrogen oxides (NO<sub>x</sub>) and volatile organic compounds (VOCs) from vehicle exhaust, paint, solvents, gasoline vapors and industrial processes react with heat and sunlight.



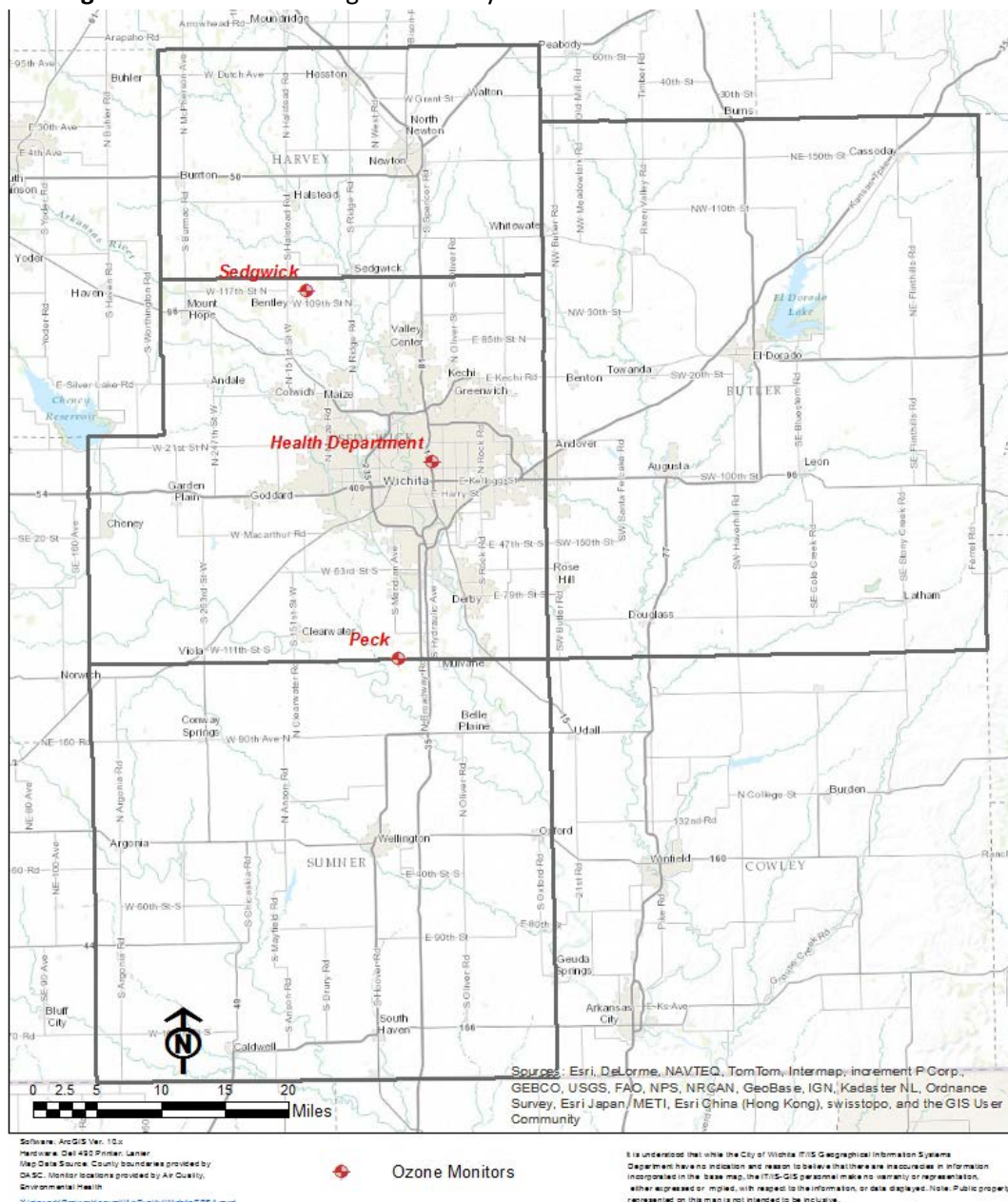
The Wichita MSA is taking proactive steps to avoid exceeding the 8-hour ozone standard and protect the physical health of residents by participating in the voluntary EPA program called [Ozone Advance](#). This collaborative effort between EPA, the Kansas Department of Health and Environment (KDHE) and the Wichita MSA encourages expeditious reductions in ozone levels in order to ensure protection of human health, remain in attainment of the federal ozone standard and efficiently direct resources towards actions that address ozone precursors.

The Wichita City of Wichita submitted a [“sign-up letter”](#) to the EPA in August 2012 on behalf of the Wichita MSA. This Path Forward lists actions steps, strategies and programs that the Wichita MSA will work to voluntarily implement to reduce ozone precursors. Creation of the Path Forward included community engagement that helped formulate the list of action steps that will result in reduction of ozone-forming emissions for public health and quality of life. Implementation of the Path Forward action steps will be led by the Air Quality Improvement Task Force, a regional partnership for clean air in South Central Kansas. A list of AQITF stakeholders can be found in Appendix A.

## GEOGRAPHICAL BOUNDARIES

The EPA may designate all or part of the Wichita MSA as a nonattainment area, even if only one monitor in the MSA violates the National Ambient Air Quality Standards (NAAQS). The entire Wichita MSA includes Butler, Harvey, Sedgwick and Sumner Counties. Ozone is monitored at three locations in the Wichita MSA:

1. **Peck** at the Sedgwick and Sumner County line
2. **Wichita Health Department** in central Wichita
3. **Sedgwick** in northwest Sedgwick County



**Figure 1.** Map of the ozone monitor locations in the Wichita MSA; Butler, Harvey, Sedgwick and Sumner Counties.

The four counties of the Wichita MSA are home to 628,242 residents (Table 1). The largest city is Wichita, 382,368 residents, who enjoy overall cost-of-living below the national urban average and grade “A” public education (US Chamber of Commerce). Wichita is known as the “Air Capital of the World” because of the more than 350 aerospace companies and 54,000 manufacturing employees, twice the national average in manufacturing workers per capita.

**Table 1:** 2012 US Census Bureau Population Estimates for the four counties within the Wichita MSA.

<b>2012 Population Estimates from the U.S Census Bureau</b>	
Sedgwick	503,889
Butler	65,827
Harvey	34,852
Sumner	23,674
<b>Wichita MSA</b>	<b>628,242</b>

In the Wichita MSA, 80% of the population lives in Sedgwick County. 22,606 residents travel from Butler, Harvey or Sumner County each day to work in Sedgwick County. These three counties make up 9% of the total Sedgwick County workforce, and contribute to the total number of vehicle miles traveled throughout the Wichita MSA.

## STAKEHOLDER ENGAGEMENT

In order to complete the Ozone Advance Path Forward, stakeholders were asked to provide feedback about which emission reduction activities they would be willing to support and adopt. During the summer of 2013, in focus groups and online, 253 stakeholders participated in the engagement opportunity. Participants were given a list of proposed ozone-forming emission reduction strategies and were asked to prioritize and indicate their willingness to adopt or support each strategy.

Road projects that increased traffic flow and reduced idling times for motor vehicles was voted the “Most Important” action that will decrease ozone-forming emissions, out-ranking the next most popular, Public No Idling Campaigns, by 56%.

52% WERE WILLING TO IMPLEMENT ENERGY EFFICIENT PRACTICES LIKE CAULKING TO SEAL LEAKS, INSTALLING ENERGY EFFICIENT WINDOWS, AUTOMATED THERMOSTATS, ENERGY STAR APPLIANCES, PROPER INSULATION, AND CFLs .  
*VESA Survey, 2011*



The three most popular strategies that participants indicated as important and that they were willing to take action on were:

1. **Public No Idling Campaigns.**
2. **Public Participation in Ozone Alert Day Activities.** (Ozone Alert Day Activities include no mowing, fueling early or late, reduced trips in the car, etc.)
3. **Development or Support of Alternative Fuels Infrastructure.**

Although, not deemed “most important,” some strategies received high marks for willingness to participate.

- Support biking and walking infrastructure in our region.
- Plant native grasses and support natives being planted in public areas for reduced watering and mowing.
- Implement energy efficiency projects at home and at work.
- Implement a School No Idling Campaign.

A detailed report on the Stakeholder Engagement Process can be found in Appendix B of this document.



## Air Quality in the Wichita MSA

### Current Ozone Status

In 2008, in order to protect human health and the environment, the Environmental Protection Agency (EPA) revised the federal ozone standard to 0.075ppm. In spring of 2013, the Wichita area was in compliance, or *in attainment* with the federal standard for ozone. The EPA may designate the Wichita MSA as *nonattainment* if the “design value,” a three year rolling average of the fourth highest daily 8-hour average, at any one of the ozone monitors (see Map 1 for monitor locations) exceeds the 0.075ppm limit during ozone season (April 1 – October 31.)

Table 2 and Figure 2 show design values from 2007 through 2013 at each ozone monitor. The 3-year averages for 2010-2012 and 2011-2013 each exceed the 0.075ppm standard. However, during this time the EPA is reassessing the 8-hour ozone standard to determine if it is adequate to protect human health. While the assessment is in progress no nonattainment designations are being determined.

**Table 2.** Summary of 4<sup>th</sup> Highest 8-Hour Ozone Values (ppm). Highlighted values indicate exceedance of the NAAQS.

Wichita MSA Monitoring Sites	07-09	08-10	09-11	10-12	11-13	Critical Value 2014
Peck	0.070	0.072	0.075	0.077	0.076	0.076
Health Dept.	0.066	0.071	0.074	0.077	0.075	0.077
Sedgwick			0.073	0.077	0.077	0.077

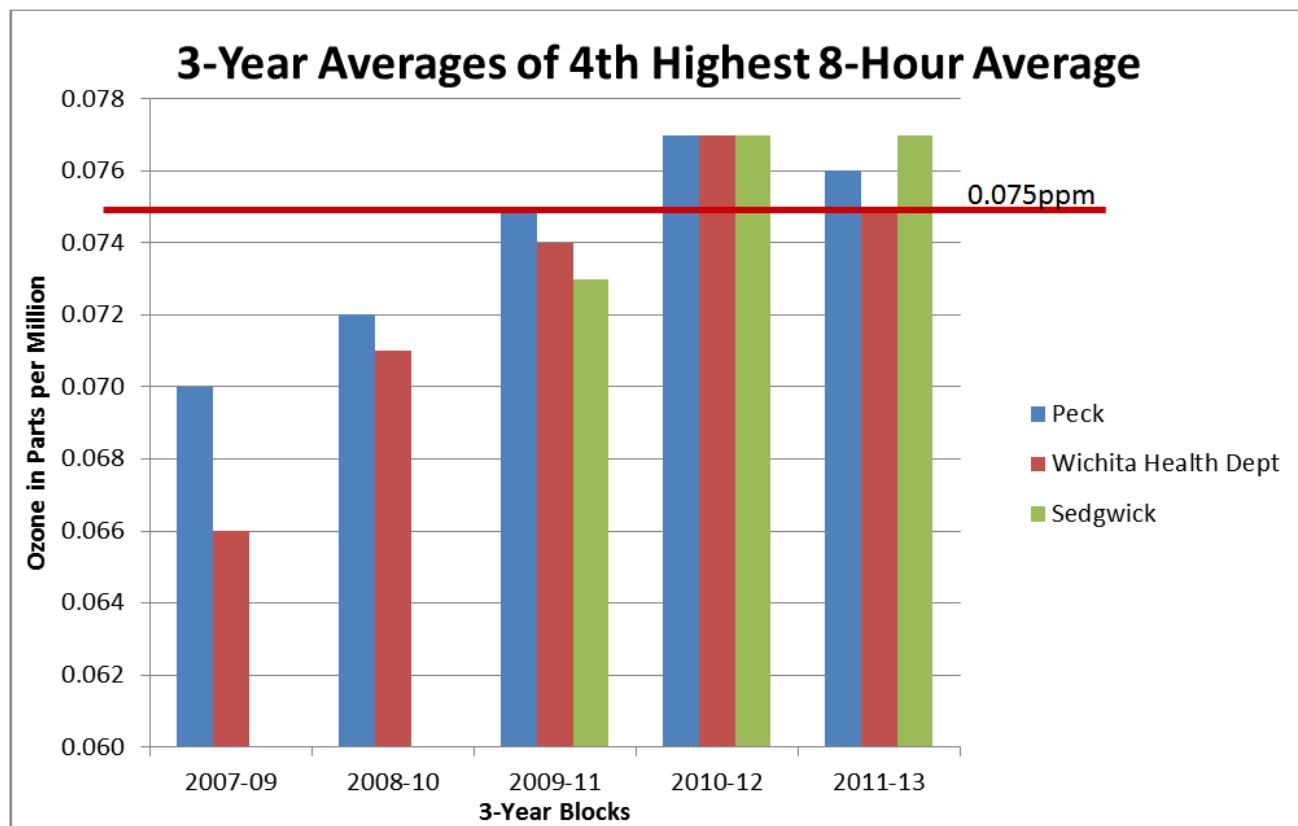


Figure 2. 3-year average of the fourth highest 8-hour ozone reading, in ppm, at each of the three ozone monitors in the Wichita MSA.

South Central Kansas is known for having hot, dry summers. High temperatures and sunlight are the perfect weather conditions for the chemical reaction that forms ozone from NO<sub>x</sub> and VOC emissions. As a result, elevated ozone levels were measured in 2011 and 2012, which increased the 3-year averages in which the measurements are a part. The critical values that, if exceeded in 2014, will push the 3-year average over the 0.075ppm standard are 0.076ppm at Peck and 0.077ppm at the Health Department and Sedgwick.

A nonattainment designation may result in more stringent regulatory requirements, increased fuel costs, loss of federal highway or transit funding, restrictive permitting and mandatory emissions offsetting, all of which reduce economic development opportunities and increase the cost of living in the Wichita MSA.

## Sources of Ozone Precursors

The National Emissions Inventory (NEI) is a comprehensive and detailed estimate of air emissions of both Criteria and Hazardous air pollutants from all air emissions sources. The NEI is prepared every three years by the EPA based primarily upon emission estimates and emission model inputs provided by State, Local and Tribal air agencies for sources in their jurisdictions, and supplemented by data developed by the EPA. The NEI contains much data, however the following will focus on nitrogen oxides (NO<sub>x</sub>) and volatile organic compound (VOC) emissions; the two main precursors of ozone formation.

NO<sub>x</sub> and VOC emissions are described according to source categories.

- **Onroad Mobile Sources** include motorized vehicles that are normally operated on public roadways for transportation of passengers or freight. This includes passenger cars, motorcycles, minivans, sport-utility vehicles, light-duty trucks, heavy-duty trucks and buses.
- **Nonroad Mobile Sources** include aircraft, locomotives and other nonroad engines and equipment such as lawn and garden equipment, construction equipment, engines used in recreational activities and portable industrial, commercial and agricultural engines.
- **Nonpoint Sources** include any stationary sources not required to have emission permits. The term refers to smaller and more diffuse sources within a relatively small geographic area.
- **Point Sources** include large, stationary emissions sources that can be located on a map.

1,500 WICHITANS IDENTIFIED  
**MOBILE SOURCE AIR POLLUTION**  
AS THE 4<sup>TH</sup> MOST IMPORTANT  
ENVIRONMENTAL CONCERN,  
OUT OF 19 – ONLY TRASH  
DISPOSAL, THE ARKANSAS RIVER  
& GROUNDWATER RANKED  
HIGHER.

*Wichita Initiative to Renew the  
Environment, Public Engagement  
2008*

The majority of NO<sub>x</sub> emissions in all four Wichita MSA counties come from onroad sources, which are the cars, trucks and motorcycles that drive on the roadways every day for business and personal trips (Figure 2).

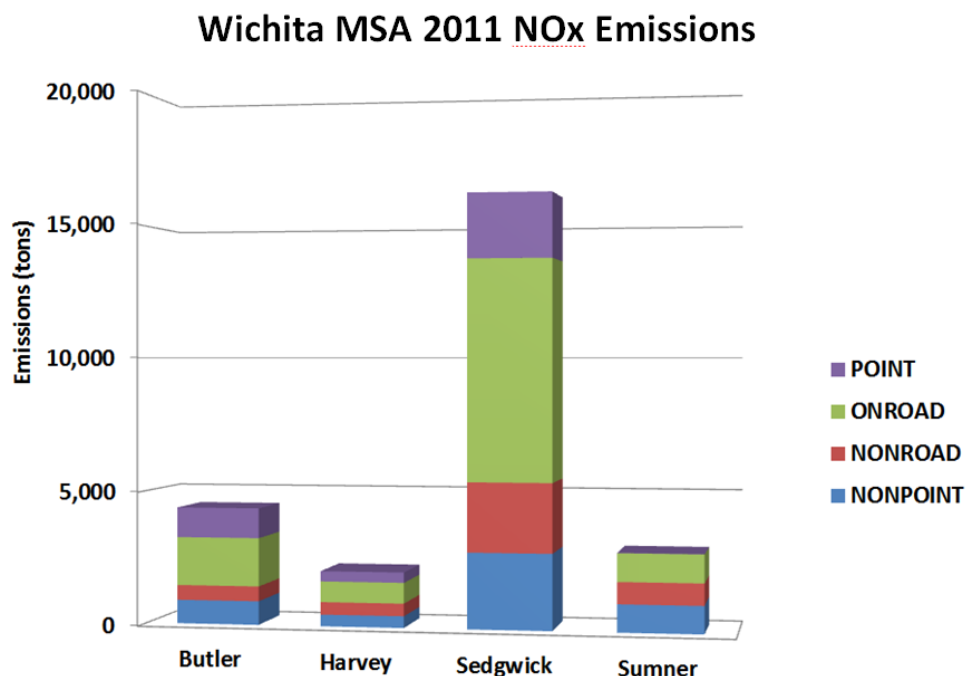


Figure 2. Source: 2011 Kansas Emissions Inventory and Draft NEI Mobile Source Emissions. NO<sub>x</sub> emissions in tons by county.

The majority of VOC emissions in all four Wichita MSA counties come from stationary nonpoint sources that are not required to file an operation permit with KDHE (Figure 3).

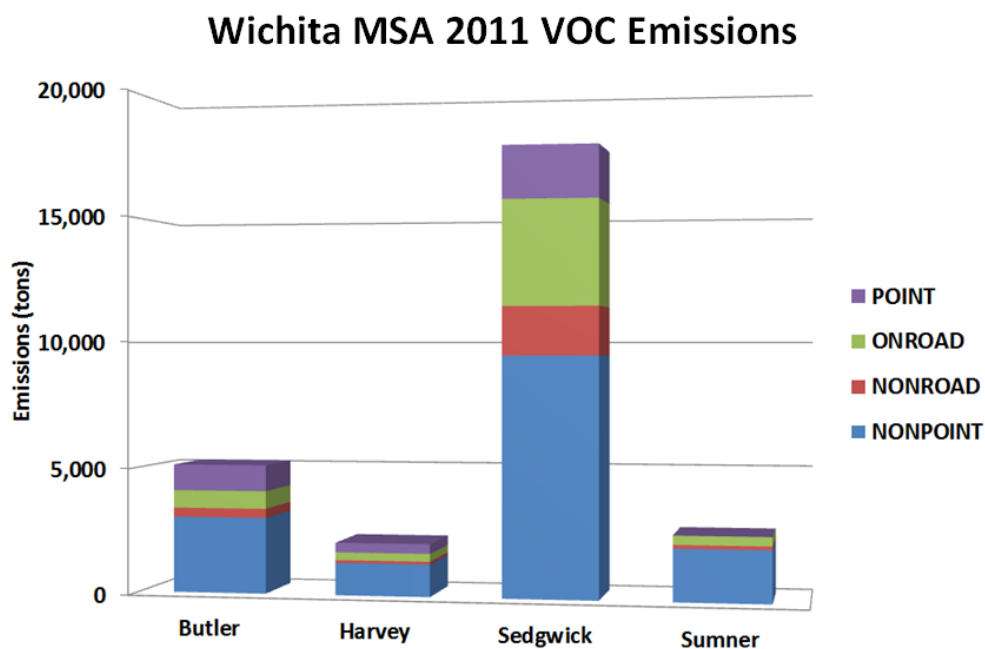


Figure 3. Source: 2011 Kansas Emissions Inventory and Draft NEI Mobile Source Emissions. VOC emissions in tons by county.

## 2014-2015 Voluntary Ozone Action Projects

Project	Impact	Performance Measure	Target Date	Lead
<b>Ozone Alert Day Outreach</b> - Education and outreach campaign for Ozone Alert Days throughout the Wichita MSA.	Increased <b>awareness</b> of Ozone Alert Days and participation in the <b>behavior changes</b> that <b>reduce ozone-forming emissions</b> . <b>Expand</b> the program to incorporate all cooperating city and county governments within the MSA to maximize ozone reduction opportunities.	Number of users of the Ozone Alert system  Number of acres not mowed on Ozone Alert Days as reported by local governments	2014 & 2015 Ozone Season	City of Wichita Environmental Health (EH), AQITF, other city and county governments
<b>Free Fares Week &amp; Free Fares on Ozone Alert Days</b> - Increase use of Wichita Transit with a week of Free Fares, and the Free Fares on Ozone Alert Days. Free Fares provide mass transit incentives to reduce on-road traffic on potentially high ozone days. Travel Trainings will provide knowledge and skills to new riders so that they are able to easily participate in Free Fares opportunities.	47% of ozone forming NOx comes from on-road traffic. Every city bus rider equals one less on-road vehicle, which reduces ozone-forming emissions. The goal is to create <b>new “regular riders”</b> by providing a free opportunity to ride the bus and break down barriers often associated with riding public transportation. <b>Increased number of riders on Ozone Alert Days</b> will also positively impact ozone levels on days that are expected to exceed federal limits.	Number of attendees at Travel Training events  Number of Travel Training bus passes used throughout ozone season  Number of bus riders during Free Fares Week  Number of individuals riding the bus overall  Number of bus riders on Free Fares Ozone Alert Days	2014 July-Oct  2015 April –Oct (grant pending)	City of Wichita EH, Wichita Transit, AQITF
<b>Ozone Modeling –</b> Design and implement a sensitivity model that focuses on emission source modeling that would identify emissions sources, their impacts and potential control measures.	Identify local and transported emissions sources.  Effectively reduce emissions and improve air quality at the source.	An effective model of ozone sources.  A model that predicts effective control measures.	2015	City of Wichita

Project	Impact	Performance Measure	Target Date	Lead
<b>Wichita Bicycle Master Plan</b> - A planning guide for City projects that make it easier, safer and more convenient to get around on a bicycle. The plan guides the provision of bicycle related infrastructure, policies and programs.	Increased ease and convenience of bike routes will <b>increase the number of bike riders</b> and <b>decrease the number of vehicle users</b> .	Miles of new bikeways (on- and off-street)  Number of riders counted in annual bike count	Ongoing	Wichita-Sedgwick Co WAMPO, City of Wichita EH, Wichita Bicycle & Pedestrian Advisory Board
<b>No Idling Policy</b> – Continue promotion of no idling policy. May include educational presentations (live or via webcast) or contests for participation.	No idling programs <b>reduce vehicle emissions</b> that contribute to ozone formation and negatively affect human health.	Number of cars affected by no idling policies.  Number of no idling presentations given.  Number of calls to report City vehicles that are idling.	Ongoing	All Departments, EH project lead
<b>Clean Air Car Clinics</b> – Personal vehicle emissions and gas cap testing. Information provided on car emission performance and air quality.	Increased public <b>awareness</b> of mobile source impacts on air quality and Ozone Alert Day information.  Increased public awareness of vehicle condition and potential fuel savings if problems are remedied.  <b>Decrease in ozone-forming emissions</b> due to car condition improvement.	Number of cars and gas caps checked  Number of emission and gas cap failures	April-River Trash Round Up  June – Beachcraft Haz Waste Drop-Off Event  Others as requested	City of Wichita EH, AQITF
<b>Diesel Fleet Improvements</b> – Partner with KDHE Bureau of Air and the Kansas Clean Diesel Program. Implement strategic diesel emission reduction projects using EPA’s National Clean Diesel funding as available.	The Clean Diesel Program <b>reduces capital costs</b> for fleet improvements and <b>reduces fuel use</b> ( <a href="#">Diesel Emission Quantifier</a> ).	Number of Clean Diesel Program projects  Tons of NOx and VOCs saved due to new equipment or technology	Ongoing	CMF

Project	Impact	Performance Measure	Target Date	Lead
<b>Vanpool Plan Study and Pilot Project-</b> Assess the feasibility, cost effectiveness and potential participation for a regional employer vanpool program for Wichita Transit. Implement small pilot projects to test the waters.	<p>Vanpooling can <b>reduce the number of cars</b> on the road by combining employees who live near each other and drive to the same employer for work each day. Vanpooling reduces NOx and VOC emissions due to fewer vehicles on the road.</p> <p>The Vanpool Plan Study will <b>determine the willingness and feasibility</b> of a employer centered vanpool program in the Wichita area.</p>	<p>Study Results</p> <p>Number of businesses willing to implement vanpooling</p> <p>Number of employees willing to participate in vanpooling</p>	2014	Wichita Transit, EH, WAMPO, Local Employers
<b>Small- to Medium-Sized Business VOC Reduction Education Project</b> - The Air Emission Reduction Opportunity (AERO) program started by the Kansas Small Business Environmental Assistance Program (SBEAP), promotes VOC reduction strategies to area small and medium-sized businesses that use solvents and coating in their process. SBEAP will not host a workshop in 2015, but the COW will provide a workshop or educational effort for this group.	<p><b>Increased skills</b> of employees who do painting and coating at small to medium sized businesses.</p> <p><b>Reduced solvent use.</b></p> <p>Changes in process or technology at businesses that do painting and coating.</p>	<p>Number of AERO program participants</p> <p>Number of those trained in the virtual paint booth</p> <p>Gallons of solvent saved</p>	Ongoing	EH, AQITF, SBEAP

Project	Impact	Performance Measure	Target Date	Lead
<b>Open Burn Education and Restrictions</b> - Provide information and education regarding regulations and air quality Best Management Practices for open burning.	<p>Currently, the City of Wichita Air Quality Program provides State of Kansas Open Burn Approvals for Sedgwick County.</p> <p><b>Education and information</b> is provided to individuals or commercial businesses during burn site inspections in order to increase fire safety and decrease air pollution, which includes ozone forming emissions.</p> <p>Non-agricultural open burns are prohibited in April when agriculture burns are prevalent in order to <b>decrease ozone precursors</b>. Ozone Alert Days are also considered no burn days.</p>	<p>Number of open burn applications approved</p> <p>Number of burn sites inspected</p> <p>Number of burning violations</p>	Ongoing	EH, KS Smoke Management
<b>Workplace Partnership Program</b> - Increased adoption of ozone best practices by employees through workplace education and incentive programs.	<p>As a large employer, the City of Wichita will participate in the Workplace Partnership Program to engage employees to make <b>behavior changes</b> at work and at home that improve air quality.</p>	<p>Number of employee participants in the program.</p> <p>Number and type of actions taken by participants.</p>	2015	All COW Staff
<b>Model Contracts for Public Projects</b> – Create and adopt contracts that reduce air quality impacts with low emissions specifications for contracts, including landscape services. Use developed contracts as models for other agencies and businesses.	<p>A major source of ozone forming emissions is nonroad engines and equipment such as lawn and garden equipment, construction equipment, engines used in recreational activities and portable industrial, commercial and agricultural engines. Implementing contract requirements that focus on emissions performance specifications for projects would <b>reduce air quality impacts of nonroad work</b>.</p>	<p>Contract specifications.</p> <p>Number of contracts that include air quality requirements.</p> <p>Number of other adopting organizations</p>	2015	AQITF, COW, Subcommittees



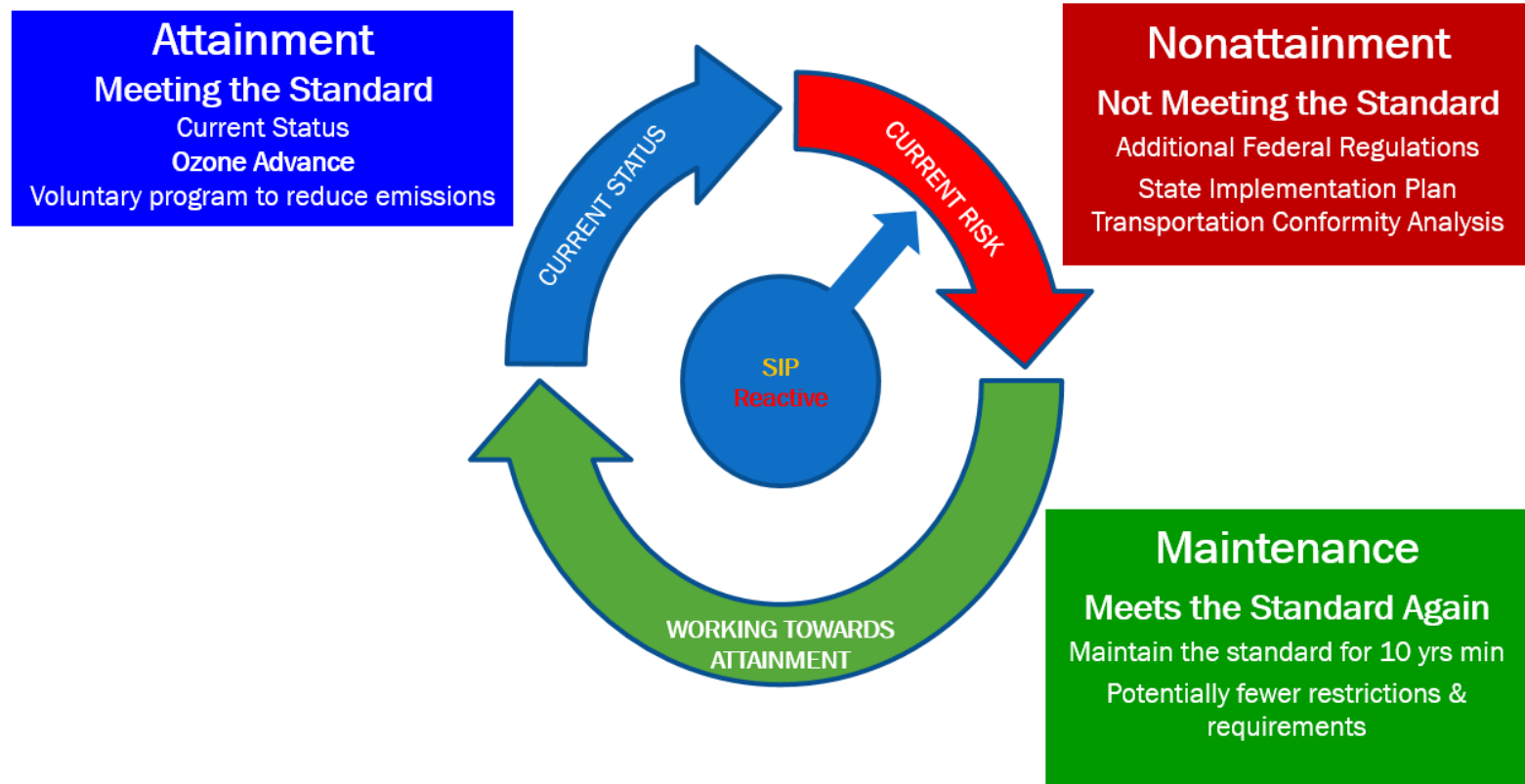
Project	Impact	Performance Measure	Target Date	Lead
	<p>Model contracts could include specifications such as: emissions limits, equipment &amp; vehicle performance requirements, a points system that rewards clean diesel equipment &amp; vehicles (which could include alternative fuel options) while remaining consistent with the requirements of best-value contracting.</p> <p>Model landscape services guidelines will <b>reduce air quality impacts of landscaping services</b>. The model would include best practices such as age or type of equipment (lawnmowers, leaf blowers, etc.), limiting usage times, no mowing on Ozone Alert days, and preferred landscape plans that include low water use plants.</p>			
<b>Wichita Pedestrian Master Plan</b> - The Wichita Pedestrian Master Plan guides City projects to make it easier, safer and more convenient for pedestrians to get around on foot.	<p>Increased walkability will <b>increase the number of pedestrians</b> that choose to walk instead of driving a car to work or on errands.</p>	<p>Miles of new walkways (on- and off-street)</p> <p>Number of pedestrian friendly infrastructure improvements</p> <p>Number of pedestrians counted during annual count</p>	2015	Wichita-, Sedgwick County Metropolitan Area Planning Dept.

# City of Wichita Ozone Program



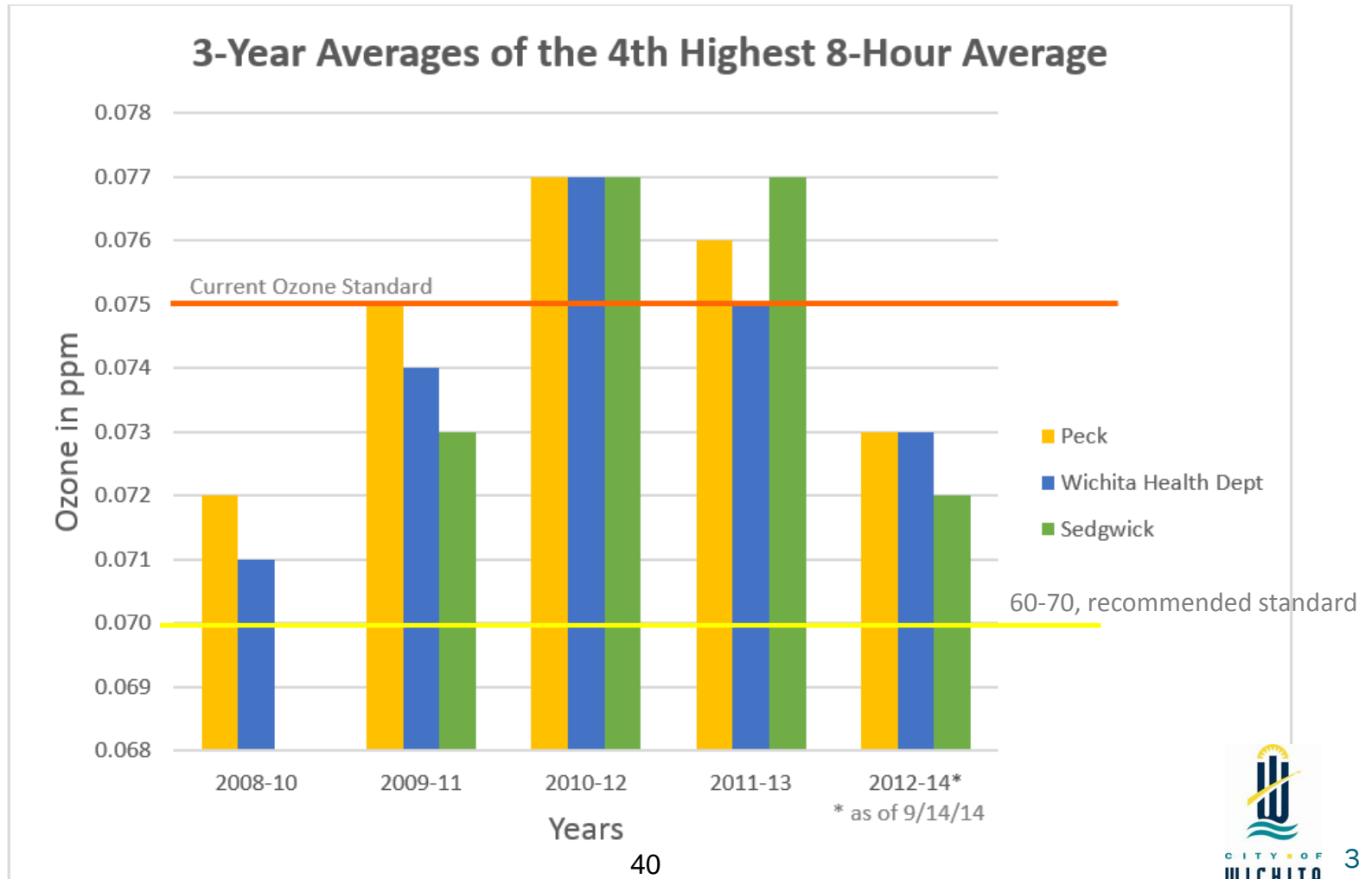
A Plan to Reduce Ozone Levels in the Wichita MSA

# Impact of Nonattainment



Cost estimates for nonattainment range from \$10 - \$40 million annually, for at least 10 years.

# Current Ozone Status



# Ozone Program

## **EPA**

### **OZONE ADVANCE**

Voluntary Program  
Reduce Ozone Levels to Remain Attainment

## **AQITF**

### **OZONE ADVANCE PATH FORWARD**

Regional Ozone Advance Plan  
Menu of Options for Individual Action Plans

## **CITY OF WICHITA**

### **OZONE ACTION PLAN**

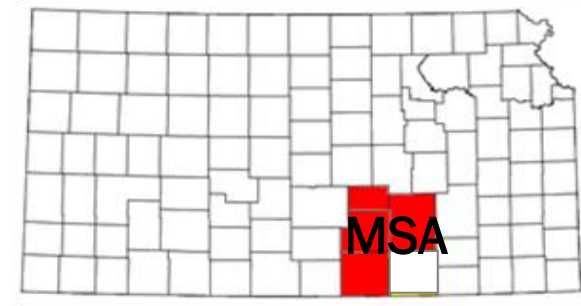
Individual Action Plan  
Projects, Modeling, Regional Support

# Ozone Program

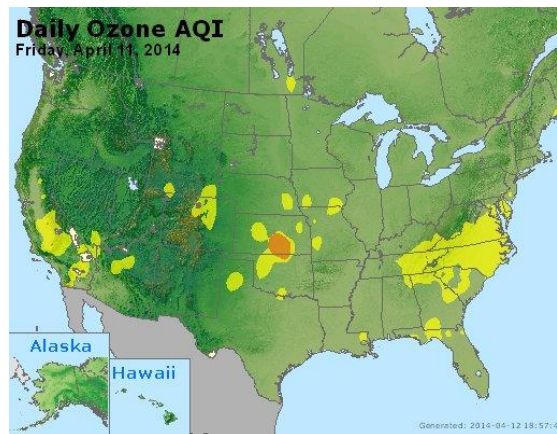
## Projects



## Support Regional Efforts



## Ozone Modeling



# Ozone Action Plan Projects

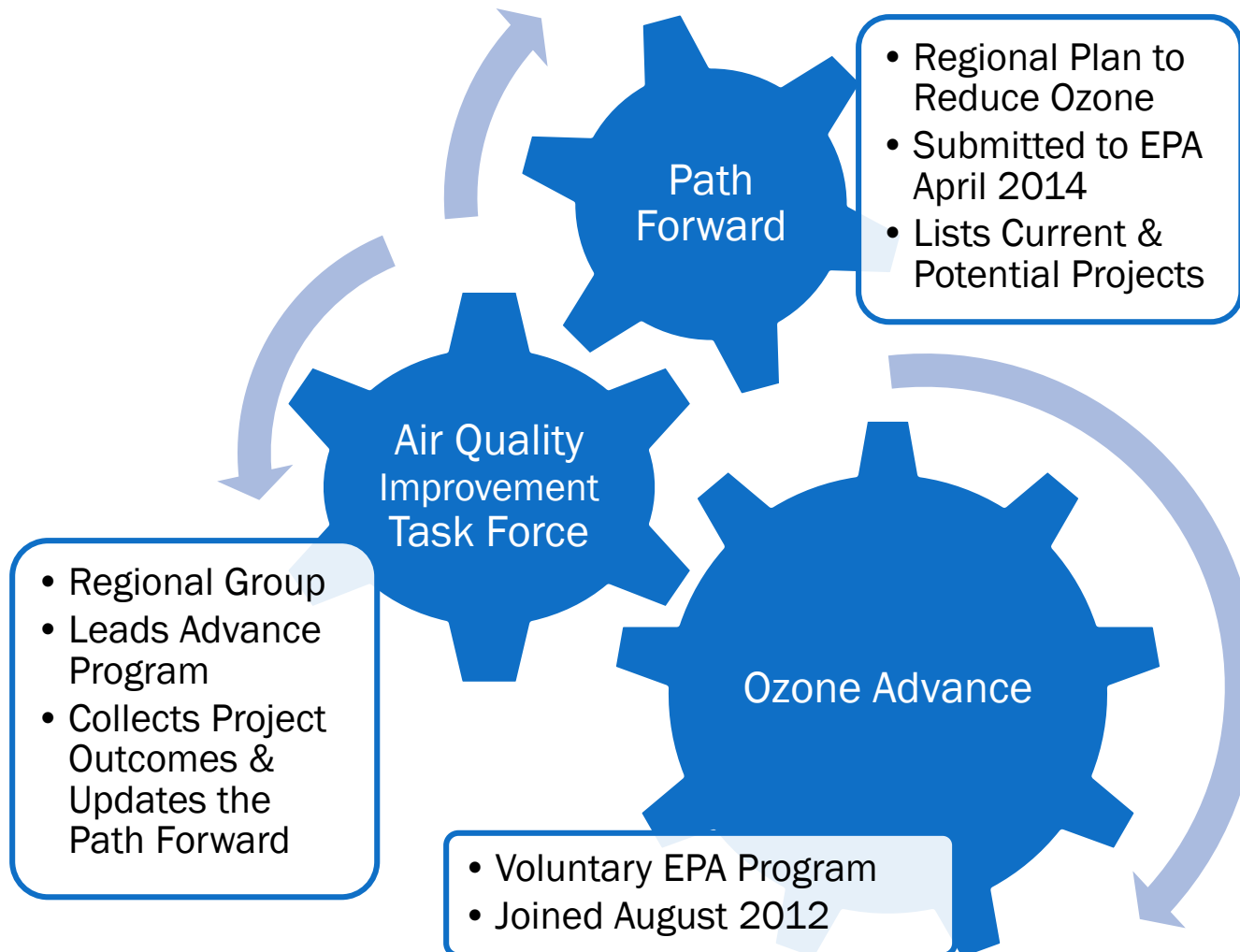
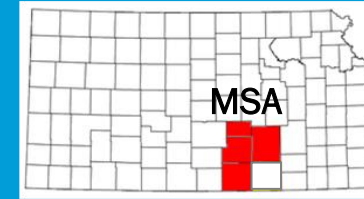
## Implemented

- Ozone Alert Day Outreach and Education
- Free Fares Week and Free Fares on Ozone Alert Days
- Master Bike Plan
- No Idling Policy
- Clean Air Car Clinics
- Vanpool Study
- Open Burning Education & Restrictions

## To Be Implemented

- Ozone Modeling
- Master Pedestrian Plan
- Fleet Improvements
- Vanpool Program
- Workplace Program
- Model Contracts

# Regional Support





# Ozone Advance – Regional

## **Business Community Takes On Ozone Actions**

# Spirit AeroSystems, Inc.

## Ozone Actions

### Physical/Technical Changes –Wichita Facility

- Installed & tested 3 large Thermal Oxidizers  
(Incinerates aircraft coating VOC)
- Converted all but two large solvent cleaning units to “closed loop” design
- Mothballed numerous process heat boilers
- Replaced 3 main steam process boilers with two units equipped with “Low NOx” burners



### Administrative Actions

- Implemented “No Idling” Policy
- Documented Letter of Commitment
- Participated in radio AQITF messaging opportunity
- Continue participation in the Air Quality Improvement Task Force

# Air Quality Summit:

## The Story of Nonattainment

### Purpose

- **Increase awareness** of the regional ozone status and the Ozone Advance Path Forward among area elected leaders and business leaders
- **Highlight great work** being done across the Wichita MSA
- Provide **a way to participate** in helping to mitigate current and future ozone issues

### Audience

Local civic and business leaders from across the Wichita MSA

### Date

TBD, Early Spring 2015

### Partners



# Ozone Modeling

## Modeling Will Help Us Discover....

- Local vs Transport Ozone
- Most Effective Outcome Based Actions
- Ozone Forecasting



## Potential Modeling Partnerships

- KDHE and EPA
- Universities
- National Oceanic and Atmospheric Administration (NOAA)
- Others

# Ozone Program Next Steps

## Today

- Receive and File the 2014-2015 Ozone Action Plan
- Support the Air Quality Summit

## Future

- Staff will implement projects and programs
- Staff will track, measure and report outcomes
- Staff will review and renew the Ozone Action Plan annually

Wichita, Kansas  
October 20, 2014  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance,, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated October 13, 2014, were read and on motion approved.

Bids were opened October 17, 2014; pursuant to advertisements published on:

**Delano-West Douglas Bike Rack Project Phase II (Douglas, west of McLean) (87TE-0619-01/472-85170/707072/211516) Traffic to be maintained during construction using flagpersons and barricades. (District IV, VI)**

Walz Harman Huffman Construction Inc. - \$11,808.00

**Water Distribution System to serve Stonebridge 2nd & 3rd Additions (north of 13th Street North, west of 159th Street East) (448-90295/735506/470179) Does not affect existing traffic. (District II)**

McCullough Excavation - \$38,333.00

**2014 Sanitary Sewer Reconstruction Phase 11 (north of Central, east of Broadway) (468-84989/620715/664020) Traffic to be maintained during construction using flagpersons and barricades. (District VI)**

Forshee Plumbing LLC - \$31,870.00

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

**PARK AND RECREATION DEPARTMENT/ GOLF DIVISION: Fence Improvements  
MacDonald Golf Course.**

Kansas Fence Company - \$145,855.00 Base Bid  
\$15,455.00 Add Alternate 1  
\$16,365.00 Add Alternate 2  
\$3,560.00 Add Alternate 3  
\$13,605.00 Add Alternate 4  
\$3,145.00 Add Alternate 5

**PUBLIC WORKS AND UTILITIES DEPARTMENT/TRAFFIC MAINTENANCE DIVISION:  
Telescoping Steel Sign Post Systems.**

J & A Traffic Products\* - \$23,655.00  
\*Estimate – Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:  
Apparatus Door Replacement Fire Station No 5.**

Bauer and Son Construction Company Inc.\* - \$233,732.00 \*Negotiated Amount

The Purchasing Division recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

---

Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager  
 DATE: October 20, 2014

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****October 17, 2014**

Delano-West Douglas Bike Rack Project Phase II (Douglas, west of McLean) – Public Works & Utilities  
 Department/Engineering Division

**Walz Harman Huffman Construction, Inc.** **\$11,808.00**

Water Distribution System to serve Stonebridge 2<sup>nd</sup> & 3<sup>rd</sup> Additions – Public Works & Utilities  
 Department/Engineering Division

**McCullough Excavation** **\$38,333.00**

2014 Sanitary Sewer Reconstruction Phase 11 (north of Central, east of Broadway) – Public Works & Utilities  
 Department/Engineering Division

**Forshee Plumbing, LLC** **\$31,870.00**

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****October 17, 2014**

Fence Improvements at MacDonald Golf Course – Park & Recreation Department/Golf Division

<b>Kansas Fence Company, Inc.</b>	<b>Base Bid</b>	<b>\$145,855.00</b>
	<b>Alternate 1 (Add)</b>	<b>\$15,455.00</b>
	<b>Alternate 2 (Add)</b>	<b>\$16,365.00</b>
	<b>Alternate 3 (Add)</b>	<b>\$3,560.00</b>
	<b>Alternate 4 (Add)</b>	<b>\$13,605.00</b>
	<b>Alternate 5 (Add)</b>	<b>\$3,145.00</b>

Telescoping Steel Sign Post Systems – Public Works & Utilities Department/Traffic Maintenance Division

**J & A Traffic Products (See Exhibit B for Itemized Pricing in the Formal Bid Report)** **\$23,655.00**

Apparatus Door Replacement for Fire Station No. 5 – Public Works & Utilities Dept./Fleet & Facilities Division  
 (Deferred from October 13, 2014)

**Bauer & Son Construction Co., Inc. (Negotiated Amount)** **\$233,732.00**

ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.



Melinda A. Walker  
 Purchasing Manager



## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - October 3, 2014

RQ440934

FB440171		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	Cornejo & Sons, LLC
Delano-West Douglas Bike Rack Project Phase II		\$13,440.00			
	BID BOND				
(Douglas, west of McLean)	ADDENDA	0			
87TE-0619-01/472-85170 (707072)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Forshee Plumbing LLC
Delano-West Douglas Bike Rack Project Phase II		\$13,440.00		\$18,000.00	\$15,360.00
	BID BOND				
(Douglas, west of McLean)	ADDENDA	0			
87TE-0619-01/472-85170 (707072)					
		Engineer's Construction Estimate	Wildcat Construction Co., Inc.	Walz Hamman Huffman Const., Inc.	
Delano-West Douglas Bike Rack Project Phase II		\$13,440.00	\$17,940.00	\$11,808.00	
	BID BOND				
(Douglas, west of McLean)	ADDENDA	0			
87TE-0619-01/472-85170 (707072)					
		Engineer's Construction Estimate			
Delano-West Douglas Bike Rack Project Phase II		\$13,440.00			
	BID BOND				
(Douglas, west of McLean)	ADDENDA	0			
87TE-0619-01/472-85170 (707072)					

CHECKED BY: RPREVIEWED BY: PS

**WATER BID TABULATION SUMMARY**

BOARD OF BIDS - October 17, 2014

RQ441077

<b>FB440195</b>		<b>Engineer's Construction Estimate</b>	<b>Dondlinger &amp; Sons</b>	<b>Duling Construction</b>	<b>Mies Construction</b>
<b>Water Distribution System</b>		\$63,500.00	\$46,762.50	\$47,546.00	\$42,321.00
<b>Stonebridge 2nd &amp; 3rd Additions</b>	<b>BID BOND</b>				
<b>448-90295</b>	<b>ADDENDA</b>	0			
<b>(735506)</b>					
		<b>Engineer's Construction Estimate</b>	<b>McCullough Excavation</b>	<b>Nowak Construction</b>	<b>Utilities Plus</b>
<b>Water Distribution System</b>		\$63,500.00	\$38,333.00	\$53,506.80	\$47,297.50
<b>Stonebridge 2nd &amp; 3rd Additions</b>	<b>BID BOND</b>				
<b>448-90295</b>	<b>ADDENDA</b>	0			
<b>(735506)</b>					
		<b>Engineer's Construction Estimate</b>	<b>Forthsee Plumbing LLC</b>	<b>Danco Enterprises Inc.</b>	
<b>Water Distribution System</b>		\$63,500.00	\$42,436.00	\$53,736.00	
<b>Stonebridge 2nd &amp; 3rd Additions</b>	<b>BID BOND</b>		X	X	
<b>448-90295</b>	<b>ADDENDA</b>	0			
<b>(735506)</b>					
		<b>Engineer's Construction Estimate</b>			
<b>Water Distribution System</b>		\$63,500.00			
<b>Stonebridge 2nd &amp; 3rd Additions</b>	<b>BID BOND</b>				
<b>448-90295</b>	<b>ADDENDA</b>	0			
<b>(735506)</b>					

CHECKED BY: REVIEWED BY: 

## SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - October 17, 2014

RQ441078

FB440196		Engineer's Construction Estimate	Dondlinger & Sons	Mies Construction	Nowak Construction
<b>2014 Sanitary Sewer Reconstruction Phase 11</b>		\$66,000.00	\$56,079.00	\$40,765.00	\$52,298.00
(north of Central, east of Broadway)	BID BOND				
468-84989	ADDENDA	0			
(620715)					
		Engineer's Construction Estimate	Stannard Construction d/b/a WB Carter	Forshee Plumbing LLC	Danco Enterprises Inc.
<b>2014 Sanitary Sewer Reconstruction Phase 11</b>		\$66,000.00	\$38,478.00	\$31,870.00	\$35,344.50
(north of Central, east of Broadway)	BID BOND		X	X	X
468-84989	ADDENDA	0			
(620715)					
		Engineer's Construction Estimate	Wildcat Construction		
<b>2014 Sanitary Sewer Reconstruction Phase 11</b>		\$66,000.00			
(north of Central, east of Broadway)	BID BOND				
468-84989	ADDENDA	0			
(620715)					
		Engineer's Construction Estimate			
<b>2014 Sanitary Sewer Reconstruction Phase 11</b>		\$66,000.00			
(north of Central, east of Broadway)	BID BOND				
468-84989	ADDENDA	0			
(620715)					

CHECKED BY: REVIEWED BY: 

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**

**Solicitation:** Fence Improvements MacDonald Golf Course  
**FB440191**

**Close Date/Time:** 10/17/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** GOLF COURSES

**Responses:** 6

Vendors	Complete	Bid Total	City Comments
KANSAS FENCE COMPANY INC	Partial	\$197,985.00	Award 10-21-14 Base Bid with Add Alternates 1-5 Park & Recreation Dept./Golf Division
REDDI INDUSTRIES INC	Partial	\$219,696.05	
TIM MILLS FENCE COMPANY	Partial	\$231,210.00	
AMERICAN FENCE COMPANY INC	Partial	\$247,787.00	
OVERHEAD DOOR COMPANY	Partial	\$265,120.00	
VISUAL SYSTEMS INC	Partial	\$273,000.00	

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This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: FB440191 Fence Improvements MacDonald Golf Course

Close Date/Time: 10/17/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: GOLF COURSES

Responses: 6

Go to:

Line 001 | Base Bid: Labor, Material and Equipment to Furnish and Install Fence Improvements for MacDonald Golf Course, 840 N. Yale, as per Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS FENCE COMPANY INC	1	Lump Sum	\$145,855.0000	\$145,855.00	Complete	
REDDI INDUSTRIES INC	1	Lump Sum	\$174,920.5500	\$174,920.55	Complete	
AMERICAN FENCE COMPANY INC	1	Lump Sum	\$174,981.0000	\$174,981.00	Complete	
TIM MILLS FENCE COMPANY	1	Lump Sum	\$182,104.0000	\$182,104.00	Complete	
OVERHEAD DOOR COMPANY	1	Lump Sum	\$182,547.0000	\$182,547.00	Complete	
VISUAL SYSTEMS INC	1	Lump Sum	\$199,000.0000	\$199,000.00	Complete	

Line 002 | Add Alternate No. 1: Labor, materials and installation of: Black PVC coated chain link fence system, approximately 1,260 linear feet adjacent to MacDonald Park (see diagram)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS FENCE COMPANY INC	1	Lump Sum	\$15,455.0000	\$15,455.00	Complete	
REDDI INDUSTRIES INC	1	Lump Sum	\$18,365.4500	\$18,365.45	Complete	
TIM MILLS FENCE COMPANY	1	Lump Sum	\$19,715.0000	\$19,715.00	Complete	
AMERICAN FENCE COMPANY INC	1	Lump Sum	\$19,988.0000	\$19,988.00	Complete	
OVERHEAD DOOR COMPANY	1	Lump Sum	\$21,518.0000	\$21,518.00	Complete	
VISUAL SYSTEMS INC	1	Lump Sum	\$22,000.0000	\$22,000.00	Complete	

Line 003 | Add Alternate No. 2: Additional cost to upsize chain line posts from 2-3/8" to 2-7/8" diameter on Base Bid chain link fencing.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
REDDI INDUSTRIES INC	1	Lump Sum	\$6,250.3700	\$6,250.37	Complete	
TIM MILLS FENCE COMPANY	1	Lump Sum	\$10,408.0000	\$10,408.00	Complete	
KANSAS FENCE COMPANY INC	1	Lump Sum	\$16,365.0000	\$16,365.00	Complete	
VISUAL SYSTEMS INC	1	Lump Sum	\$19,000.0000	\$19,000.00	Complete	
AMERICAN FENCE COMPANY INC	1	Lump Sum	\$25,415.0000	\$25,415.00	Complete	
OVERHEAD DOOR COMPANY	1	Lump Sum	\$31,196.0000	\$31,196.00	Complete	

**Line 004** | Add Alternate No. 3: Additional cost to upsize chain link posts from 2-3/8" to 2-7/8" diameter on chain link fencing by MacDonald Park (Add Alternate No. 1)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
REDDI INDUSTRIES INC	1	Lump Sum	\$1,912.0100	\$1,912.01	Complete	
TIM MILLS FENCE COMPANY	1	Lump Sum	\$2,270.0000	\$2,270.00	Complete	
KANSAS FENCE COMPANY INC	1	Lump Sum	\$3,560.0000	\$3,560.00	Complete	
AMERICAN FENCE COMPANY INC	1	Lump Sum	\$4,369.0000	\$4,369.00	Complete	
VISUAL SYSTEMS INC	1	Lump Sum	\$6,000.0000	\$6,000.00	Complete	
OVERHEAD DOOR COMPANY	1	Lump Sum	\$6,680.0000	\$6,680.00	Complete	

**Line 005** | Add Alternate No. 4: Additional labor, materials and installation costs to substitute top tension wire with 1-5/8" schedule 40 top rail on Base Bid.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS FENCE COMPANY INC	1	Lump Sum	\$13,605.0000	\$13,605.00	Complete	
TIM MILLS FENCE COMPANY	1	Lump Sum	\$13,796.0000	\$13,796.00	Complete	
REDDI INDUSTRIES INC	1	Lump Sum	\$15,186.4300	\$15,186.43	Complete	
AMERICAN FENCE COMPANY INC	1	Lump Sum	\$18,911.0000	\$18,911.00	Complete	
OVERHEAD DOOR COMPANY	1	Lump Sum	\$19,243.0000	\$19,243.00	Complete	
VISUAL SYSTEMS INC	1	Lump Sum	\$22,000.0000	\$22,000.00	Complete	

**Line 006** | Add Alternate No. 5: Additional labor, materials, and installation costs to substitute top tension wire with 1-5/8" schedule 40 top rail by MacDonald Park (Add Alternate No. 1)

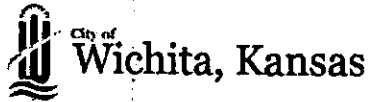
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
TIM MILLS FENCE COMPANY	1	Lump Sum	\$2,917.0000	\$2,917.00	Complete	
REDDI INDUSTRIES INC	1	Lump Sum	\$3,061.2400	\$3,061.24	Complete	
KANSAS FENCE COMPANY INC	1	Lump Sum	\$3,145.0000	\$3,145.00	Complete	
OVERHEAD DOOR COMPANY	1	Lump Sum	\$3,936.0000	\$3,936.00	Complete	
AMERICAN FENCE COMPANY INC	1	Lump Sum	\$4,123.0000	\$4,123.00	Complete	
VISUAL SYSTEMS INC	1	Lump Sum	\$5,000.0000	\$5,000.00	Complete	

**Line 007** | Add Alternate No. 6: This Item has been Deleted. No Bid this Item.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
REDDI INDUSTRIES INC				No Bid.		
AMERICAN FENCE COMPANY INC				No Bid.		
KANSAS FENCE COMPANY INC				No Bid.		
TIM MILLS FENCE COMPANY				No Bid.		
OVERHEAD DOOR COMPANY				No Bid.		
VISUAL SYSTEMS INC				No Bid.		

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This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**

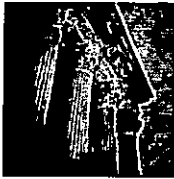
**Solicitation:** FB440194 **Telescoping Steel Sign Post Systems** **Close Date/Time:** 10/17/2014 10:00 AM CST

**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works Maintenance Division**Responses:** 4

Vendors	Complete	Bid Total	City Comments
J & A TRAFFIC PRODUCTS	Complete	\$23,655.00	Award 10/21/14 Public Works & Utilities Department/Traffic Maintenance Division
VULCAN SIGNS	Complete	\$30,820.00	
FLORIDA TRANSCOR INC	Complete	\$33,920.00	
RON'S SIGN CO INC	Complete	\$34,067.50	

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# Bids On Solicitation

Vendor Solicitations System Admin Logout Help

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation: **FB440194** Telescoping Steel Sign Post Systems

Close Date/Time: 10/17/2014 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works Maintenance Division

Responses: 4

Go to:

**Line 001** 1 1/2" x 1 1/2" O.D. Tube Post 7 ft. in length. \$ \_\_\_\_\_ \$ \_\_\_\_\_ PER EACH Contact Terry Nicholas with questions @ (316) 268-4029

Vendors	QTY	UOM	Price	Extended Cost	Complete
J & A TRAFFIC PRODUCTS	200	Each	\$8.1500	\$1,630.00	Complete
RON'S SIGN CO INC	200	Each	\$13.7500	\$2,750.00	Complete
VULCAN SIGNS	200	Each	\$14.2100	\$2,842.00	Complete
FLORIDA TRANSCOR INC	200	Each	\$15.7800	\$3,156.00	Complete

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**Line 002** 1 3/4" x 1 3/4" O.D. Tube Post 8 ft. in length. \$ \_\_\_\_\_ \$ \_\_\_\_\_ PER EACH

Vendors	QTY	UOM	Price	Extended Cost	Complete
J & A TRAFFIC PRODUCTS	200	Each	\$10.0500	\$2,010.00	Complete
VULCAN SIGNS	200	Each	\$15.6000	\$3,120.00	Complete
RON'S SIGN CO INC	200	Each	\$15.8500	\$3,170.00	Complete
FLORIDA TRANSCOR INC	200	Each	\$16.5700	\$3,314.00	Complete

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**Line 003** 1 3/4" x 1 3/4" O.D. Tube Post 9 ft. in length. \$ \_\_\_\_\_ \$ \_\_\_\_\_ PER EACH

Vendors	QTY	UOM	Price	Extended Cost	Complete
J & A TRAFFIC PRODUCTS	400	Each	\$11.3000	\$4,520.00	Complete
VULCAN SIGNS	400	Each	\$15.2700	\$6,108.00	Complete
FLORIDA TRANSCOR INC	400	Each	\$18.3800	\$7,352.00	Complete
RON'S SIGN CO INC	400	Each	\$19.5000	\$7,800.00	Complete

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**Line 004** 1 3/4" x 1 3/4" O.D. Tube Post 10 ft. in length. \$ \_\_\_\_\_ \$ \_\_\_\_\_ PER EACH

Vendors	QTY	UOM	Price	Extended Cost	Complete
J & A TRAFFIC PRODUCTS	500	Each	\$14.6000	\$7,300.00	Complete
VULCAN SIGNS	500	Each	\$19.4100	\$9,705.00	Complete
FLORIDA TRANSCOR INC	500	Each	\$20.0300	\$10,015.00	Complete
RON'S SIGN CO INC	500	Each	\$20.1500	\$10,075.00	Complete

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**Line 005** 2" X 2" O.D. Tube Post 11 ft. in length \$ \_\_\_\_\_ \$ \_\_\_\_\_ PER EACH

Vendors	QTY	UOM	Price	Extended Cost	Complete
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## EXHIBIT B

J & A TRAFFIC PRODUCTS	50	Each	\$18.5000	\$925.00	Complete
VULCAN SIGNS	50	Each	\$21.4200	\$1,071.00	Complete
FLORIDA TRANSCOR INC	50	Each	\$24.5800	\$1,229.00	Complete
RON'S SIGN CO INC	50	Each	\$26.2500	\$1,312.50	Complete

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Line 006 2" X 2" by 36" O.D. Break-away anchors. \$ _____ \$ _____ PER EACH					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>
J & A TRAFFIC PRODUCTS	500	Each	\$7.4000	\$3,700.00	Complete
RON'S SIGN CO INC	500	Each	\$8.5000	\$4,250.00	Complete
VULCAN SIGNS	500	Each	\$8.6300	\$4,315.00	Complete
FLORIDA TRANSCOR INC	500	Each	\$8.9800	\$4,490.00	Complete

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Line 007 2 1/4" X 2 1/4" by 36" O.D. Break-away anchors \$ _____ \$ _____ PER EACH					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>
J & A TRAFFIC PRODUCTS	100	Each	\$7.9000	\$790.00	Complete
VULCAN SIGNS	100	Each	\$9.5800	\$958.00	Complete
FLORIDA TRANSCOR INC	100	Each	\$10.0500	\$1,005.00	Complete
RON'S SIGN CO INC	100	Each	\$12.2500	\$1,225.00	Complete

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Line 008 2 1/4" X 2 1/4" by 18" O.D. Break-away anchor sleeves \$ _____ \$ _____ PER EACH					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>
VULCAN SIGNS	500	Each	\$4.4100	\$2,205.00	Complete
J & A TRAFFIC PRODUCTS	500	Each	\$4.6000	\$2,300.00	Complete
FLORIDA TRANSCOR INC	500	Each	\$5.4900	\$2,745.00	Complete
RON'S SIGN CO INC	500	Each	\$5.7500	\$2,875.00	Complete

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Line 009 2 1/2" X 2 1/2" by 18" O.D. Break-away anchor sleeves \$ _____ \$ _____ PER EACH					
<b>Vendors</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>
J & A TRAFFIC PRODUCTS	100	Each	\$4.8000	\$480.00	Complete
VULCAN SIGNS	100	Each	\$4.9600	\$496.00	Complete
RON'S SIGN CO INC	100	Each	\$6.1000	\$610.00	Complete
FLORIDA TRANSCOR INC	100	Each	\$6.1400	\$614.00	Complete

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POWERED BY



City of  
**Wichita, Kansas****BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group****Solicitation:**  
FB440184**Apparatus Door Replacement Fire  
Station****Close Date/Time:** 10/3/2014 10:00  
AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works Fleet & Facilities**Responses:** 1

Vendors	Complete	Bid Total	City Comments
BAUER & SON CONSTRUCTION CO INC	Complete	\$255,000.00	Award 10-21-14 Negotiated to \$233,732 Public Works & Utilities Dept./Fleet & Facilities Division

NOT WITHIN THE ARCHITECTS ESTIMATE

Architect's Estimate: \$235,000.00

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**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL OCTOBER 21, 2014**

- a. Kellogg Frontage Roads between 135th & 151st (east of 135th, south of Maple) (54-87 KA-2285-01/54-87 KA-2289-01/472-84840/760622/635813/624106/400622/752035/652024) See Special Provisions. (District IV) - \$9,395,000.00
- b. Water Distribution System to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian) (448-90595/735505/470178) Does not affect existing traffic. (District IV) - \$45,000.00
- c. Lateral 519, Southwest Interceptor Sewer to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian) (468-84312/744367/480059) Does not affect existing traffic. (District IV) - \$52,920.00
- d. 2014 Sanitary Sewer Reconstruction Phase 10 (north of Kellogg, east of Seneca) (468-84982/620714/664019) Traffic to be maintained during construction using flagpersons and barricades. (District I,IV,VI) - \$296,000.00

**City of Wichita  
City Council Meeting  
October 21, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Petition for Sanitary Sewer in North Ridge Village Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the petition and adopt the resolution.

**Background:** The signature on the petition represents 100% of the improvement district. The petition is a requirement for a lot split and is valid per Kansas Statute 12-6a01. *Metropolitan Area Planning Department approved the North Ridge Village lot split on September 9, 2014.*

**Analysis:** The project will provide sanitary sewer service required for a new commercial development located west of Ridge Road, north of 37<sup>th</sup> Street North.

**Financial Considerations:** The petition total is \$41,000 and the funding source is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the petition and resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Map, budget sheet, petition, and resolution.

132019

First Published in the Wichita Eagle on October 24, 2014

**RESOLUTION NO. 14-311**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 34, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (WEST OF RIDGE, NORTH OF 37<sup>TH</sup> STREET NORTH) 468-84985** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 34, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (WEST OF RIDGE, NORTH OF 37<sup>TH</sup> STREET NORTH) 468-84985** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 34, Main 19, Southwest Interceptor Sewer (west of Ridge, north of 37<sup>th</sup> Street North) 468-84985**

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Forty-One Thousand Dollars (\$41,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**NORTH RIDGE VILLAGE ADDITION**  
**“TRACT 7B”**

A tract of land lying in a portions of Lots 6 and 7, Block 1, North Ridge Village Addition, an Addition to Wichita, Sedgwick County, Kansas, said tract of land being more particularly described as follows:

All of said Lot 7, EXCEPT BEGINNING at the northeast corner of said Lot 7; thence along the east line of said Lot 7 on a platted bearing of S05°29'07"E, a distance of 316.45 feet; thence continuing along the east line of said Lot 7, S01°35'09"E, a distance of 114.93 feet to the southeast corner of said Lot 7; thence along the south line of said Lot 7, S88°24'51"W, a distance of 12.62 feet to a point of curve to the left; thence along said curve being the south line of said Lot 7, a distance of 110.74 feet with a radius of 650.00 feet, chord bearing S83°32'00"W, chord distance of 110.61 feet; thence along the south line of said Lot 7, S78°39'10"W, a distance of 38.28 feet to a point of curve to the right; thence along said curve being the south line of said Lot 7, a distance of 254.15 feet with a radius of 1350.00 feet, chord bearing S84°02'45"W, a chord distance of 253.77 feet; thence N01°35'09"W, a distance of 532.00 feet to the north line of said Lot 7; thence along the north line of said Lot 7, S82°00'49"E, a distance of 397.60 feet to the POINT OF BEGINNING,

TOGETHER WITH,

That part of said Lot 6 being described as follows:

BEGINNING at the northeast corner of said Lot 6; thence along the east line of said Lot 6, on platted bearing of S18°32'54"W, 281.72 feet; thence N05°13'27"E, 277.27 feet to the north line of said Lot 6; thence along said north line, S82°00'49"E, 65.00 feet to the POINT OF BEGINNING.

CONTAINING: 193,536 square feet of land or 4.443 acres more or less.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **square foot** basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 21st day of October 2014.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

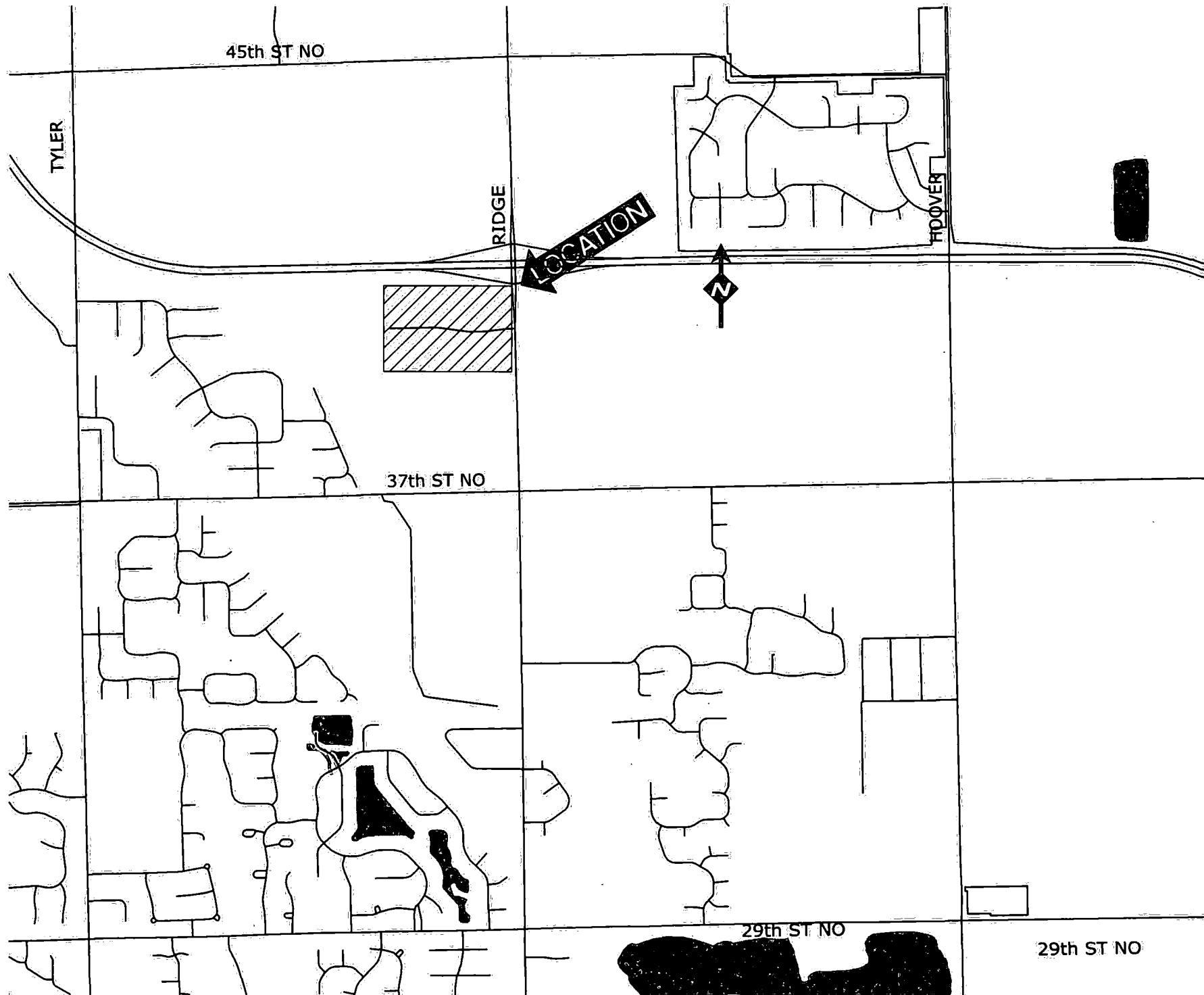
(SEAL)

APPROVED AS TO FORM:

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SHARON L. DICKGRAFE  
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY





# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-84985

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: Oct 21, 2014

REQUEST DATE: \_\_\_\_\_

PROJECT # : \_\_\_\_\_

PROJECT TITLE: Lat 34, M 19, SWI for North Ridge Village Addition

PROJECT DETAIL # : 01

PROJECT DETAIL DESCRIPTION: Lat 34, M 19, SWI for North Ridge Village Addition

OCA # : \_\_\_\_\_

OCA TITLE: Lat 34, M 19, SWI for North Ridge Village Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET

☐ REVISED BUDGET

## REVENUE

Object Level 3	Budget
9730 S.A. Bonds	\$41,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

REVENUE TOTAL: \$41,000.00

## EXPENSE

Object Level 3	Budget
2999 Contractuals	\$41,000.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00
_____	\$0.00

EXPENSE TOTAL: \$41,000.00

NOTES: 

HOLD FOR LOC

## SIGNATURES REQUIRED

DIVISION HEAD: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 10/01/14

DATE: 10/2/14

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

4

## SANITARY SEWER PETITION

To the Mayor and City Council  
Wichita, Kansas

*Lateral 34, Main 19, SWI*

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

*468-84985*

### NORTH RIDGE VILLAGE ADDITION

#### "TRACT 7B"

A tract of land lying in a portions of Lots 6 and 7, Block 1, North Ridge Village Addition, an Addition to Wichita, Sedgwick County, Kansas, said tract of land being more particularly described as follows:

All of said Lot 7, EXCEPT BEGINNING at the northeast corner of said Lot 7; thence along the east line of said Lot 7 on a platted bearing of S05°29'07"E, a distance of 316.45 feet; thence continuing along the east line of said Lot 7, S01°35'09"E, a distance of 114.93 feet to the southeast corner of said Lot 7; thence along the south line of said Lot 7, S88°24'51"W, a distance of 12.62 feet to a point of curve to the left; thence along said curve being the south line of said Lot 7, a distance of 110.74 feet with a radius of 650.00 feet, chord bearing S83°32'00"W, chord distance of 110.61 feet; thence along the south line of said Lot 7, S78°39'10"W, a distance of 38.28 feet to a point of curve to the right; thence along said curve being the south line of said Lot 7, a distance of 254.15 feet with a radius of 1350.00 feet, chord bearing S84°02'45"W, a chord distance of 253.77 feet; thence N01°35'09"W, a distance of 532.00 feet to the north line of said Lot 7; thence along the north line of said Lot 7, S82°00'49"E, a distance of 397.60 feet to the POINT OF BEGINNING,

TOGETHER WITH,

That part of said Lot 6 being described as follows:

BEGINNING at the northeast corner of said Lot 6; thence along the east line of said Lot 6, on platted bearing of S18°32'54"W, 281.72 feet; thence N05°13'27"E, 277.27 feet to the north line of said Lot 6; thence along said north line, S82°00'49"E, 65.00 feet to the POINT OF BEGINNING.

CONTAINING: 193,536 square feet of land or 4.443 acres more or less.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Forty One Thousand Dollars (\$41,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be

increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after October 1, 2014.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
  - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
- 3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed

improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

**TRACT 7B**

Listed above.

**KANSAS BAIT & TACKLE, LLC**

By:



Steve Peoples, Managing Member

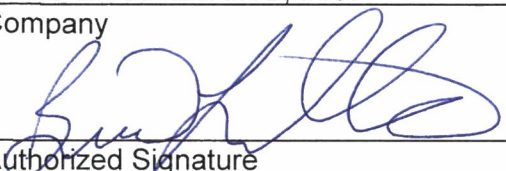


AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC ENGINEERING, INC.

Company

  
Authorized Signature

411 N. Webb Road

Wichita, Kansas 67206

Address

(316) 684-9600

Telephone

Sworn to and subscribed before me this 15<sup>th</sup> day of Sept., 2014.

  
Deputy City Clerk



City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** Paving Improvements to Emerald Bay Estates Second Addition  
(District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the revised petition and adopt the resolution.

**Background:** On June 10, 2014, the City Council approved a petition for paving improvements to serve Emerald Bay Estates Second Addition. The developer has submitted a new petition with reduced project limits and a decreased budget. The signature on the petition represents 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

**Analysis:** The project will provide paving improvements required for a new residential development located north of 21<sup>st</sup> Street North, west of West Street.

**Financial Considerations:** The original petition total was \$524,000 and the revised total is \$460,000. The funding source is special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the revised petition and amending resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the petition, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Map, budget sheet, revised petition, and amending resolution.



First Published in the Wichita Eagle on October 24, 2014

**RESOLUTION NO. 14-312**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON SHORELINE/PARADISE FROM THE SOUTH LINE OF LOT 5, BLOCK 2 TO THE NORTH LINE OF LOT 56, BLOCK 1, EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION; AND PARADISE COURT FROM THE EAST LINE OF PARADISE TO AND INCLUDING CUL-DE-SAC (NORTH OF 21ST STREET NORTH, WEST OF WEST STREET) 472-85171 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON SHORELINE/PARADISE FROM THE SOUTH LINE OF LOT 5, BLOCK 2 TO THE NORTH LINE OF LOT 56, BLOCK 1, EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION; AND PARADISE COURT FROM THE EAST LINE OF PARADISE TO AND INCLUDING CUL-DE-SAC (NORTH OF 21ST STREET NORTH, WEST OF WEST STREET) 472-85171 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 14-157 adopted on June 10, 2014 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on Shoreline/Paradise from the south line of Lot 5, Block 2 to the north line of Lot 56, Block 1, Emerald Bay Estates 2<sup>nd</sup> Addition; and Paradise Court from the east line of Paradise to and including cul-de-sac (north of 21st Street North, west of West Street) 472-85171.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Four Hundred Sixty Thousand Dollars (\$460,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 31 through 56, Block 1

Lots 1 through 13, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following lots and tracts in Emerald Bay Estates 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas shall each pay 4/108 of the total cost of the improvement district:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 39 through 56, Block 1

Lots 1 through 5, Block 2

That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 4/108 of the total cost of the improvement district:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 31 through 38, Block 1

Lots 6 through 13, Block 2

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 21st day of

October, 2014.

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CARL BREWER, MAYOR

ATTEST:

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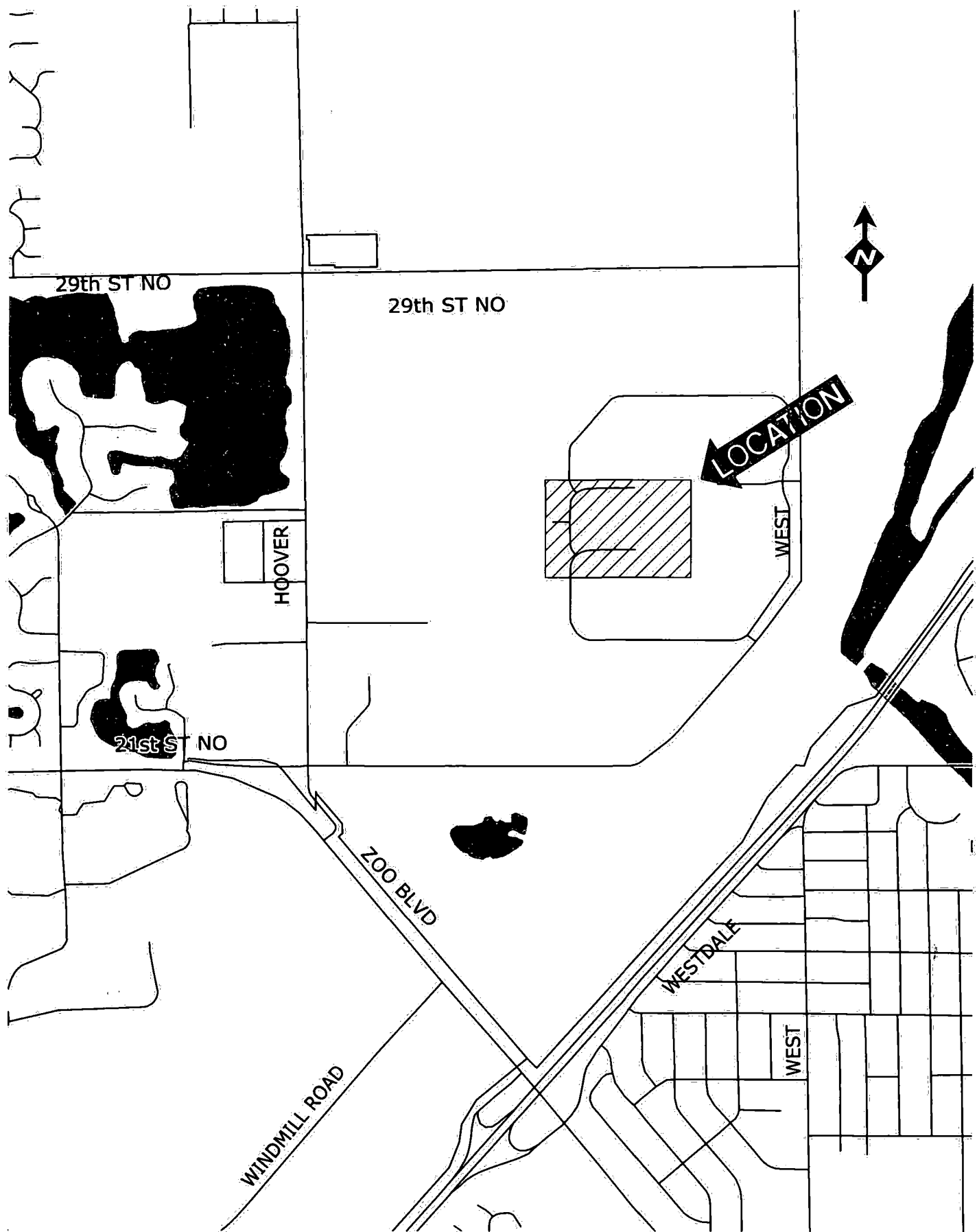
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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SHARON L. DICKGRAFE  
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY



# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

FUND: 400 Street Improvements

SUBFUND: 490 Paving N.I.

ENGINEERING REFERENCE #: 472-85171

COUNCIL DISTRICT: 06 Council District 6

DATE COUNCIL APPROVED: Oct 21, 2014

REQUEST DATE:

PROJECT #: 490332

PROJECT TITLE: Shoreline/Paradise for Emerald Bay Estates 2nd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Shoreline/Paradise for Emerald Bay Estates 2nd Addition

OCA #: 766311

OCA TITLE: Shoreline/Paradise for Emerald Bay Estates 2nd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3

### Original Budget

### Adjustment

### New Budget

9730 S.A. Bonds

\$524,000.00

(\$64,000.00)

\$460,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$524,000.00

(\$64,000.00)

\$460,000.00

## Expense Object Level 3

2999 Contractuals

\$524,000.00

(\$64,000.00)

\$460,000.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

**Total Expense:**

\$524,000.00

(\$64,000.00)

\$460,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

4  
RECEIVED

SEP 4 '14

CITY CLERK OFFICE

**PAVING PETITION**

To the Mayor and City Council  
Wichita, Kansas

*Revises 472-85171*

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 31 – 56, Block 1,  
Lots 1 – 13, Block 2

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **SHORELINE/PARADISE** from the south line of Lot 5, Block 2 to the North line of Lot 56, Block 1, Emerald Bay Estates 2<sup>nd</sup> Addition; and **PARADISE CT.** from the east line of Paradise to and including cul-de-sac

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage is to be installed where necessary, and sidewalks to be constructed on one side of all through, non cul-de-sac streets.

- (b) That the estimated and probable cost of the foregoing improvement being Four Hundred Sixty Thousand Dollars (\$460,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at a pro rata of 1 percent per month from and after May 1, 2014.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or

reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 4/108 of the total cost of the improvement district:

**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 39 – 56, Block 1,  
Lots 1 – 5, Block 2

That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/108 of the total cost of the improvement district:

**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 31 – 38, Block 1,  
Lots 6 – 13, Block 2

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis or by the terms of a respread agreement submitted to the City of Wichita.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the

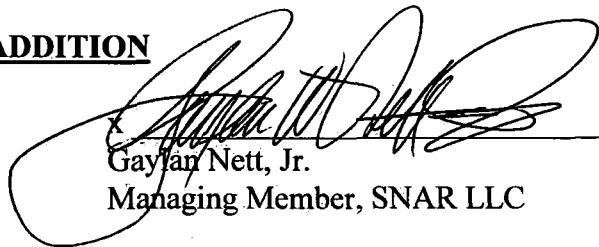
resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 31 – 56, Block 1  
Lots 1 – 13, Block 2

  
Gaylan Nett, Jr.  
Managing Member, SNAR LLC



**AFFIDAVIT**

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

  
Eric J Glover

924 N. Main \_\_\_\_\_  
Address

264-8008 \_\_\_\_\_  
Telephone number

Sworn to and subscribed before me this 4th day of September, 2014.



  
Deputy City Clerk

City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Wichita Toy Run (Districts I, IV and VI)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, event promoter Terisa Olsen, Wichita Toy Run Association, is coordinating the Wichita Toy Run event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Wichita Toy Run November 2, 2014 12:00 pm – 4:00 pm**

- West Maple Street, Sycamore to McLean Boulevard
- Lewis/Waterman Street, McLean Boulevard to Broadway Avenue
- Broadway Avenue, Waterman Street to 53<sup>rd</sup> Street North

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Mustache Dash 5K (District VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, event promoter Caleb Teague, KC Running Company, is coordinating the Mustache Dash 5K event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Mustache Dash 5K November 1, 2014 12:00 pm – 4:00 pm**

- Rock Island Street, Second Street to Waterman Street
- Waterman Street, Rock Island Street to Lewis Street
- Lewis Street, Waterman Street to Maple Street
- Maple Street, Lewis Street to Sycamore Street
- Sycamore Street, Maple Street to Douglas Avenue
- Douglas Avenue, Sycamore Street to St. Francis Street
- St. Francis Street, Douglas Avenue to First Street
- First Street, St. Francis Street to Mead Street
- Mead Street, First Street to Second Street
- Second Street North, Mead Street to Rock Island Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3)

Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

**City of Wichita  
City Council Meeting  
October 21, 2014**

**TO:** Mayor and City Council

**SUBJECT:** United States Geological Survey (USGS) Surface Water Agreement  
October 1, 2014 through September 30, 2015 (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the Joint Funding Agreement.

**Background:** In 1957, as a condition of Federal assistance in construction of the Wichita-Valley Center Flood Control Project, the City of Wichita entered into a cooperative agreement with the United States Geological Survey (USGS) to install and maintain stream recorders along the project. Rainfall recorders were added later for the City's own use.

**Analysis:** The Department of Public Works & Utilities uses storm recorders to monitor drainage basins affecting Sedgwick County to determine incoming river flow rates, stream elevations, and Cheney Reservoir Lake elevations. This collected data is transmitted to the National Weather Service which transmits the data to the River Forecast Center in Tulsa, Oklahoma. The data is statistically analyzed and published by USGS. This service is required to stay in compliance with the Flood Control's Operation and Maintenance Manual and aides in regional flood forecasting.

**Financial Considerations:** The agreement requires the City to pay \$70,568 of the \$129,100 total program cost, with USGS responsible for \$53,632, and the United States Army Corps of Engineers being responsible for \$4,900. Budget for the City's cost is split between the Production and Pumping Division (\$20,150) and Wichita-Sedgwick County Flood Control (\$50,418). These funds have been allocated in the appropriate operating budgets.

**Legal Considerations:** The agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Joint Funding Agreement and authorize the necessary signatures.

**Attachments:** Cost Distribution Sheet and Joint Funding Agreement.

**Water Department**, streamflow-gaging stations:

	USGS NSIP	USGS	Tulsa COE	Wichita	FY15 Cost
7144780 NF Ninnescah River above Cheney Reservoir		5,206		8,494	13,700
7144790 Cheney Reservoir near Cheney		1,938		3,162	5,100
7144795 NF Ninnescah River at Cheney Reservoir		5,206		8,494	13,700
Total Water Utilities	0	12,350	0	20,150	32,500

**Public Works Department**, streamflow-gaging stations:

7144050 Emma Cr At Sedgwick		12,806		20,894	33,700
7144470 Cowskin Creek at 29th Street North of Wichita		1,020		4,080	5,100
7144480 Cowskin Cr at 119th St Nr Wichita	13,700			3,000	16,700
7144486 Calfskin Creek at 119th St		5,206		8,494	13,700
7144490 Cowskin Cr at Kellogg St Nr Wichita		5,206		8,494	13,700
7144550 Arkansas River at Derby		3,344	4,900	5,456	13,700
Rating Verification measurements - 10 sites					0
Total SWU - Flood Control	13,700	27,582	4,900	50,418	96,600
<b>Total Program FY13</b>	<b>13,700</b>	<b>39,932</b>	<b>4,900</b>	<b>70,568</b>	<b>129,100</b>

Form 9-1366  
(Oct. 2005)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

**JOINT FUNDING AGREEMENT**

Customer #: 6000001375  
Agreement #: 15C4KS000200000  
Project #: SE00A0U  
TIN #: 48-6000653  
Fixed Cost Agreement YES

**FOR  
STREAMGAGING**

**THIS AGREEMENT is entered into as of the, 1ST day of OCTOBER, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF WICHITA, KANSAS, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation STREAMGAGES AT SEVEN SITES AND MISCELLANEOUS SERVICES herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
\$39,932.00	OCTOBER 1, 2014		SEPTEMBER 30, 2015
  - (b) by the party of the second part during the period
 

Amount	Date	to	Date
\$70,568.00	OCTOBER 1, 2014		SEPTEMBER 30, 2015
  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the part of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

6000001375

Agreement #:

15C4KS000200000

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey  
United States  
Department of the Interior**

**USGS Point of Contact**

Name: Brian Loving  
Address: 4821 Quail Crest Place  
Lawrence, KS 66049  
Telephone: 785-832-3516  
Email: bloving@usgs.gov

**City of Wichita  
Department of Public Works**

**Customer Point of Contact**

Name: Carl Brewer  
Address: 455 North Main  
Wichita, KS 67202  
Telephone: 316-268-4498  
Email:

**Signatures and Date**

Signature:

Date:

Signature:

Date:

Name:

Andrew C. Ziegler

Name:

Carl Brewer

Title:

Director, KS WSC

Title:

Mayor

APPROVAL AS TO FORM:

Sharon Dickgrafe  
Acting Director of Law



City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** Waterline Relocation for Kellogg and I-235 Interchange (District IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the project and direct hire of TranSystems and approve the agreement.

**Background:** The Kansas Department of Transportation (KDOT) is planning a project to improve the interchange at I-235 and West Kellogg. The proposed improvements require the relocation of existing City-owned waterline facilities. KDOT selected TranSystems to design the interchange improvements.

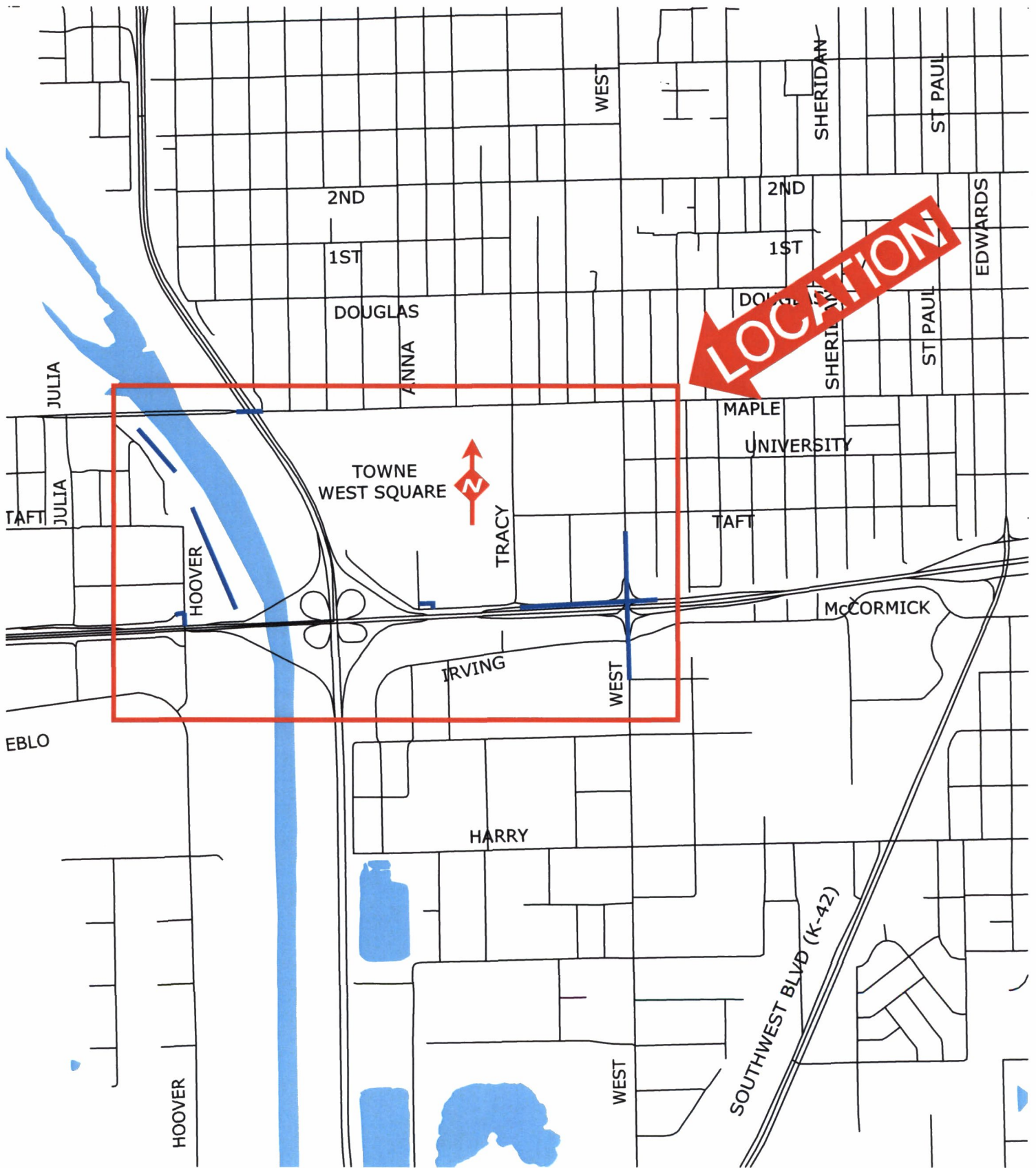
**Analysis:** To meet the construction schedule proposed by KDOT, design work for relocation of the City's waterline facilities must be completed by spring 2015. To expedite the design work, staff recommends waiving the City's standard request for qualifications process requirement and hiring TranSystems directly to design the waterline relocations. TranSystems has substantial knowledge of the project area and has already completed a significant amount of the required survey work, which will provide both time and cost savings. Additionally, hiring TranSystems will eliminate the need for coordination with another firm, which will further simplify and expedite the design process. The proposed agreement between the City and TranSystems provides for the design of the waterline relocation work.

**Financial Considerations:** The estimated design fee is \$50,000. Funding is available in the approved 2014 Water Distribution Mains Replacement budget. Staff requests a project budget of \$60,000 to pay for design fees and City staff and administrative costs for design oversight. The work will be funded by future revenue bond sales or Water Utility cash reserves.

**Legal Considerations:** The Law Department has reviewed and approved the agreement as to form.

**Recommendation/Action:** It is recommended that the City Council approve the project and agreement, waive the City's standard request for qualifications process requirement and approve the direct hire of TranSystems, adopt the resolution, and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

**Attachments:** Map and agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

TRANSYSTEMS CORPORATION

for

KELLOGG & I-235 INTERCHANGE WATER MAIN RELOCATION-RED PROJECT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and TRANSYSTEMS CORPORATION, party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to construct;

**KELLOGG & I-235 INTERCHANGE WATER MAIN RELOCATION-RED PROJECT** (Project No. 448-90646).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for the Kellogg & I-235 Interchange Design and to perform the PROJECT tasks outlined in the SCOPE OF SERVICES (**Exhibit "A"**).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A"**.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with **Exhibit "A"**; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in **Exhibit "A"**.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448-90646

\$ 50,000.00

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:


\_\_\_\_\_  
Karen Sublett, City Clerk


APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sharon L. Dickgraft, Interim City Attorney  
and Director of Law

TRANSSYSTEMS CORPORATION

ATTEST:

  
\_\_\_\_\_  
JEFFREY R. LACKEY, P.E.  
DIVISION LEADER

  
\_\_\_\_\_  
(Name & Title)  
BRETT A. LETKOWSKI, PE  
SENIOR VICE PRESIDENT

## EXHIBIT "A"

### SCOPE OF SERVICES

#### CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

**1. Kellogg and I-235 Water Main Relocation Associated with the Red Project** - The ENGINEER shall design water mains to replace the existing water main system in the Kellogg and Interstate 235 area. The water mains to be replaced with this project are listed below with the relocation of valves, fire hydrants, water services, and the abandonment of existing pipe to be considered subsidiary to the waterline design. The mains to be replaced can also be seen on the attached maps. This project will include the replacement of approximately 5,985' (640'-16", 2785'-12", 1610'-8", 1,100'-4") pipe. The water main replacement project may be split into two phases, based upon construction schedule. The ENGINEER shall be required to coordinate with TranSystems who is designing the Kellogg & I-235 Interchange project for KDOT.

1. Relocate 1350' of 12" WL on the North Kellogg Frontage Road from West to Tracy.
2. Relocate 600' of 12" WL on West from McCormick to north Frontage Road.
3. Relocate 12" WL on McCormick from West Street to approximately 525' east to tie into existing waterline.
4. Relocate 850' of 8" WL on the North Kellogg Frontage Road from West to McComas.
5. Lower 320' of 16" WL on Hoover between the Frontage Roads.
6. Relocate 450' of 8" WL on the North Frontage Road between Hoover & 5736 W Kellogg
7. Relocate 250' of 8" WL near the intersection of Walker and Clara.
8. Relocate 150' of 12 WL on north frontage road near station 430+50 for new overhead sign.
9. Relocate 160' of 12" WL on North Kellogg Drive from 100' east of Anna to the west line of Anna and the abandonment of 200' of 12" WL at north end of Westdale Drive.
10. Relocate 1100' of 4" WL on the west side of I-235 from Maple to Storm Water Pump station. <b>This design and construction cost shall be kept separate from other cost.</b>
11. Relocate 320' of 16" WL on Maple between Elder and the east side of the Big Ditch
12. Relocate 60' of 8" pipe for new storm sewer at Douglas & Hoover and evaluate the 24" WL and 36" WL near this intersection. Design a plan to minimize or eliminate any shut during construction of the street.

- Field Check plans are due February 1, 2015
- Office Check Plans are due April 1, 2015
- Final plans are due May 1, 2015

All references below to KDOT only apply to State and Federal Aid projects.

THIS IS NOT A STATE/FEDERAL AID CONTRACT.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I - PRELIMINARY CONCEPT DEVELOPMENT

When authorized by the CITY and where applicable, proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the ENGINEER.

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the ENGINEER used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.
3. Drainage Study. When authorized, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of field check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.
4. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
5. Preliminary Water Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The ENGINEER shall verify and coordinate work to be completed with the Public Works & Utilities Department.
6. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
7. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
8. S. I. & A. for Existing Bridges. For the duration of the project, the ENGINEER shall perform National Bridge Inventory (NBI) inspections as per the KDOT Bridge Inspection Manual in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all existing bridges within the project limits as per regular City inspection schedule.
9. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the ENGINEER may proceed with placing them on the Design Council agenda for review and comment, as directed by the CITY.
10. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the ENGINEER has arrived at a design which meets all of the functional requirements of



the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the ENGINEER to move on to design development, the PROJECT should be presented to the Design Council for review.

B. PHASE II - PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Design Council. As requested, ENGINEER shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape, size, materials, colors, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered "frozen" and will not be changed except for unforeseen conditions, which may arise. (It should be noted it is in the ENGINEER'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the ENGINEER or staff when in the planning process design freeze should take place, the amount of time and effort which the ENGINEER has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY, prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. ENGINEER to submit one copy of preliminary cost estimate and two (2) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT, to be uploaded to the KDOT FTP site. ENGINEER to participate in a field check of the PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:
  - (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
  - (b) Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A"**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.
  - (c) Soils and Foundation Investigations. The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the ENGINEER'S fee estimate.
  - (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional

right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**

(e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc, and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.

(f) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.

(g) **ENGINEER shall provide a list of proposed driveway closures, relocations or other changes.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.

3. Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:

(a) Plan Submittal. Submit two (2) sets of office check plans to the CITY, with one copy of supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY.) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. ENGINEER to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) Utility Coordination. Identify all potential utility conflicts and provide preliminary office check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (**Attachment No. 3 to Exhibit "A"**) at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (**Attachment No. 4 to Exhibit "A" also available on the City's FTP site**) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5, "Cleanup, Restoration or Replacement Following Construction."

(d) Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:
- (a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.
  - (b) Final Plan Submittals. Final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit "A".
  - (c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan profile sheets shall also be required for water distribution system/water supply line improvements.
  - (d) **ENGINEER shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc.** The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. **The list of encroachments should reflect conditions at the time of final plan submittal.**
  - (e) ENGINEER shall provide a list proposed driveway closures, relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
  - (f) Engineer's cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to the CITY's Master Bid Item List.
  - (g) Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.
  - (h) All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See Attachment No. 2 to Exhibit "A" for required coordinate information.
  - (i) The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.
  - (j) ENGINEER shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.
5. Staking and Inspection If requested by the CITY, the ENGINEER will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT.
6. Post Letting.
- (a) All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
  - (b) The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
  - (c) New Right-of-Way Monumentation. The Engineer shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.
  - (d) Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and

cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.

(e) **S. I. & A. for Bridges.** Upon completion of any and all bridge construction, the ENGINEER shall perform the National Bridge Inventory (NBI) inspection as per KDOT Bridge Inspection Manual, in addition to load rating and updating the Structural Inventory and Appraisal (S. I. & A.) form for submittal to KDOT for all bridges within the project limits regardless of initial structure size.

## **Attachment No. 1 to Exhibit "A" – CIP Scope of Services**

### **Plan Submittal**

*Water* projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Storm Water  
455 N. Main 8<sup>th</sup> Floor  
Wichita, KS 67202

**THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.**

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

## **Attachment No. 2 to Exhibit "A" – CIP Scope of Services**

### **Required Plan Coordinate Information**

#### **Arterial Street Projects & Infill (Existing Neighborhoods)**

##### **I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

##### **II. WATER LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

##### **III. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

##### **IV. PAVING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.'s for retaining walls, at back of walls

**THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.**

**Sub-Division Projects**

**I. SANITARY SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

**II. WATER DISTRIBUTION SYSTEM**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

**III. WATER SUPPLY LINE**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

**IV. STORM SEWER**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet **AND** center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

**V. MASS GRADING**

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
  - centerline @ 100' Sta on tangent sections
  - pc/pt points & 50' along curves
- special drainage swales
  - pc/pt points, pi's & 50' Sta in between
- ponds
  - any grades breaks between pond bottom and rear property line
  - pc/mid radius/pt around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

## VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey

**In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.**

- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- **ELEVATION SHALL BE TO TOP OF ROCK BASE.**
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's
- Flow line elevations for manhole stubs



- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

**Attachment No. 3 to Exhibit "A" – CIP Scope of Services**

**Project Name**

**Utility Location Verification for ULCC Sub-Committee (Date)**

Field Check: ☐ Office Check: ☐

UTILITY: \_\_\_\_\_ Checked by \_\_\_\_\_ on \_\_\_\_\_

**Utility Location:**

- |   |   |
|---|---|
| <input type="checkbox"/> None in Project Limits   | <input type="checkbox"/> In Project Limits, No Relocation Necessary |
| <input type="checkbox"/> Utility will need to relocate  | <input type="checkbox"/> Utility is located in Private Easement     |
|   | <input type="checkbox"/> Private Easement Documentation Attached    |
| <input type="checkbox"/> Utility will need to relocate and is interested in <u>proposed</u> ROW (IF applicable) |   |

**Briefly Describe Type and Location of Facilities within Project:**

---

---

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: \_\_\_\_\_

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

---

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**Utility Plan Review:**

☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

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Additional Information requested from Consultant: \_\_\_\_\_

---

Utility Requests Paper Plans (choose one): ☐ Full Size ☐ Half Size ☐ Cross-Sections (Full Size)

**Please email this form on or before Date to:**

Project Engineer Consultant  
Company  
E-mail

Leslie Hicks  
City of Wichita  
lhicks@wichita.gov

**Attachment No. 4 to Exhibit "A" – CIP Scope of Services**

Individual Project Name (i.e., Anudon, 21st to 29th Street North)											
Current Date	Submitted by (City/Proj. NO)	City Design Manager	Consultant	Date of First UDC	Date of Second UDC	Date of Plan Revision	Date of Second Plan Revision	R/W Purchased Y/N	How Utilities Applied or R/W Completion	Project Proposed Estimate	Proposed Utility Clear Date (Project)
2/21/2018	101111/ 101112	Kellman	Joe Lee/ Buggen B. Buggen	2/21/2018	2/21/2018			No			
Utility Contact				Utility needs to relocate (Y/N)	Utility in Positive Encumbrance (Y/N)	Utility needs proposed R/W to relocate (Y/N)	Relocation Method Satisfactory (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date	
<b>Wester (Distribution)</b>											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											
<b>Wester (Transmission)</b>											
Location in Project: (Describe Existing Facilities)											
Relocation Needs:											
Comments:											

KGS	Location in Project (Describe Existing Facilities)	Relocation Needs	Comments
AT&T	Location in Project (Describe Existing Facilities)	Relocation Needs	Comments
	Location in Project (Describe Existing Facilities)	Relocation Needs	Comments
	Location in Project (Describe Existing Facilities)	Relocation Needs	Comments
	Location in Project (Describe Existing Facilities)	Relocation Needs	Comments

<b>Cox</b>
<b>Location in Project:</b> (Describe Existing Facilities)
<b>Relocation Needs:</b>
<b>Comments:</b>
<b>Water</b>
<b>Location in Project:</b> (Describe Existing Facilities)
<b>Relocation Needs:</b>
<b>Comments:</b>
<b>Sewer</b>
<b>Location in Project:</b> (Describe Existing Facilities)
<b>Relocation Needs:</b>
<b>Comments:</b>

Southern Location in Project: (Describe Existing Facilities) Relocation Needs: Comments:	Comments: Relocation Needs: (Describe Existing Facilities) Location in Project: Relocation Needs: Comments:	Comments: Relocation Needs: (Describe Existing Facilities) Location in Project: Relocation Needs: Comments:
---	---	---

## **EXHIBIT "B"**

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be

deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.



**EXHIBIT "C"**

**Kellogg & I-235 Interchange Water Main Relocation-Red Project  
Design Assumptions**

The following design assumptions were used to develop our design fee associated with this contract:

- No topographic surveys will be required; existing survey and base mapping from our design for the Kellogg & I-235 Interchange Red Project will be utilized.
- No permits will be required for this project.
- All plan reviews will be completed by city of Wichita Staff and not by Kansas Department of Health and Environment (KDHE).
- No permanent right-of-way or construction easement legal descriptions or exhibits are included.

City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No.12 for the Kellogg and Woodlawn Intersection (Districts I, II, and III)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the supplemental design agreement.

**Background:** On June 10, 1997, the City Council approved an agreement with Cook, Flatt and Stroble (CFS) for improvements to East Kellogg, from Edgemoor to K-96, including the intersection at Kellogg and Woodlawn. Ten supplemental agreements were approved by the City Council throughout the duration of the project. The agreements provided concept and final design work, as well as construction engineering services. After the project was completed in 2005, an eleventh supplemental agreement, in the amount of \$9,500, was approved by the City Council on August 7, 2012. The agreement provided survey work and legal descriptions for the lots dissected by the retaining wall between the north frontage road and the City of Eastborough. The total cost of the original and 11 supplemental agreements was \$13,682,849.

**Analysis:** Following completion of the project, the Cities of Eastborough and Wichita negotiated to resolve ownership of right-of-way purchased with the project, as well as establish future maintenance responsibilities for the area. Additional survey work and legal descriptions have been requested by Sedgwick County in order to complete the annexation, de-annexation, and property exchange that was agreed to by both cities. The proposed supplemental agreement between the City and CFS provides the needed services.

**Financial Considerations:** The fee for the additional work is \$7,800, which brings the total design fee to \$13,690,649. Local Sales Tax funding is available for the additional work in the existing budget, which was approved by the City Council on December 10, 2002.

**Legal Considerations:** The supplemental agreement has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 12.

SUPPLEMENTAL AGREEMENT NO. 12  
TO THE  
AGREEMENT FOR ENGINEERING SERVICES DATED JUNE 10, 1997  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
COOK, FLATT & STROBEL ENGINEERS, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 10, 1997) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **KELLOGG & WOODLAWN INTERCHANGE**.

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the 'PROJECT' as stated on Page 1 of the above referenced agreement is hereby amended to include the following:

**KELLOGG & WOODLAWN INTERCHANGE**  
(Project No. 472 83629, OCA#702318)

- Provide survey services and legal descriptions of the area of the Kellogg Project near Eastborough Park (see Attached)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$7,800.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF WICHITA

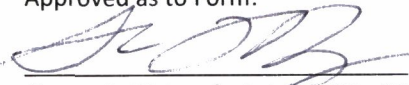
By: \_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

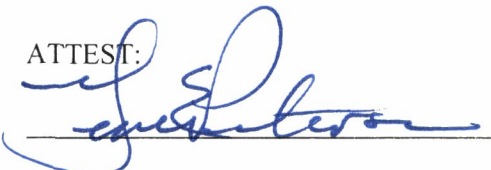
Approved as to Form:

  
\_\_\_\_\_  
Sharon L. Dickgraft, Interim City Attorney &  
Director of Law

COOK, FLATT & STROBEL, ENGINEERS, P.A.

By:   
\_\_\_\_\_  
Robert S. Chambers, P.E.  
President

ATTEST:

  
\_\_\_\_\_

Services rendered in the customary phases which, together with the general understandings applicable to our relationship, are set forth in the printed General Provisions and Exhibit A thereto, which are attached to and made a part of this proposal and may only be modified in writing signed by both parties. Your responsibilities are set forth in the General Provisions.

Provided this proposal is satisfactory, please sign the enclosed copy and return to our office.

The opportunity to provide this service to City of Wichita is appreciated.

Respectfully,  
Cook, Flatt & Strobel Engineers, P.A.



Robert S. Chambers, P.E.  
President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF WICHITA

\_\_\_\_\_  
Signature of Officer or Authorized Agent

\_\_\_\_\_  
Print Name/Title of Officer or Authorized Agent

Attachments:

- General Provisions
- Appendix A – Engineering Services

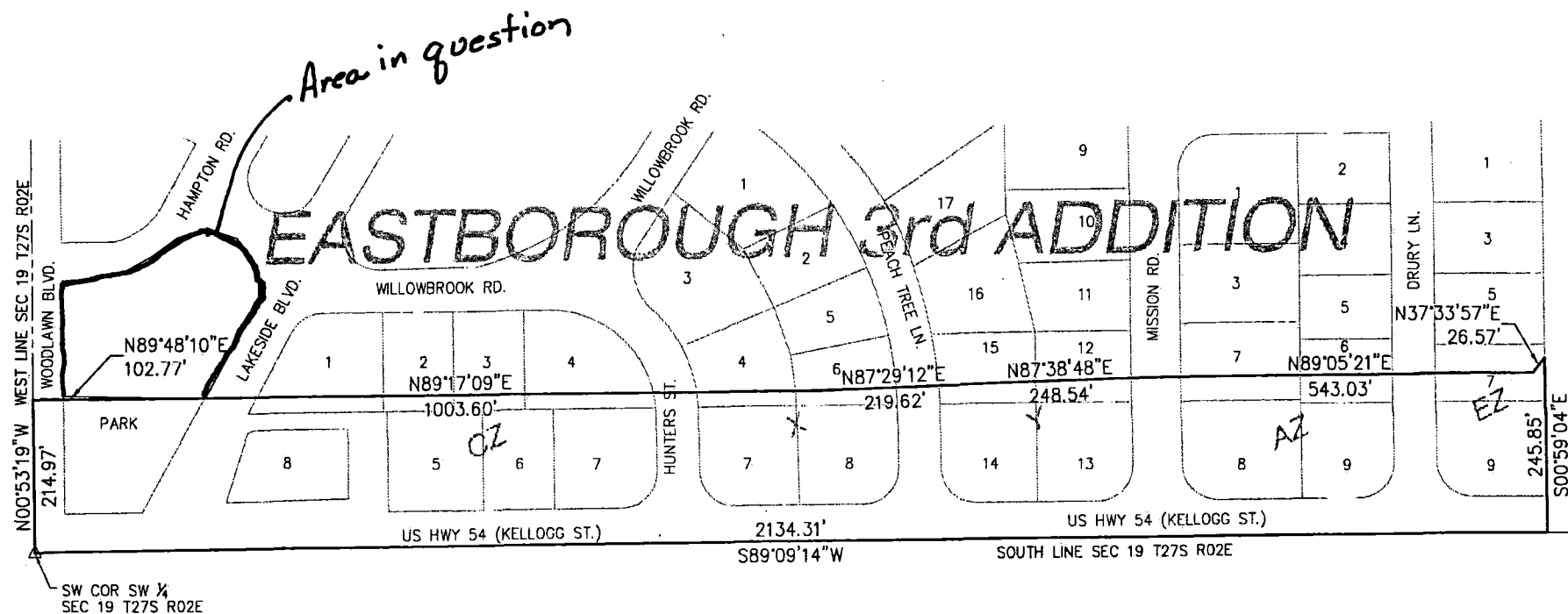
**FURTHER DESCRIPTIONS OF BASIC ENGINEERING SERVICES AND RELATED MATTERS:**

This is an exhibit attached to and made part of the General Provisions attached to Letter Agreement dated September 19, 2014, between City of Wichita (**OWNER**) and Cook, Flatt & Strobel, Engineers, P.A. (**ENGINEER**) providing for professional engineering services. The basic services of **ENGINEER** as described in Section 1 of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

**ENGINEER** shall perform and limit his work to the following:

**Survey & Descriptions**

1. Perform survey of remnant of Park as needed.
2. Provide legal description of remnant.



City of Eastborough  
De-Annexation

All that Part of Eastborough Third Addition described as follows: Part of Lots 1, 2, 3, and 4, and all of Lots 5, 6, 7, and 8 of Block CZ; Part of Lots 4 and 6, and all of Lots 7 and 8 of Block X; Part of Lots 12 and 15, and all of Lots 13 and 14 of Block Y; Part of Lots 6 and 7, and all of Lots 8 and 9 of Block AZ; and Part of lot 7, and all of Lot 9 of Block EZ; including the portion of the Park and the Streets: Lakeside Blvd., Hunter St., Peach Tree Lane, Mission Road, Drury Lane, and Woodlawn Blvd. lying South of the following described portion of the North Right-of-way Line of Kellogg Avenue (U.S. 54/400), all in the Southwest Quarter of Section 19, T 27 S, R 02 E of the 6th P.M., Sedgwick County, State of Kansas more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of said Section 19; thence on an assumed bearing of North 00 degrees 53 minutes 19 seconds West along the West line of said Southwest Quarter a distance of 214.97 feet; thence North 89 degrees 48 minutes 10 seconds East along the North right-of-way line of US-54 Highway a distance of 102.77 feet; thence continuing along said North right-of-way line North 89 degrees 17 minutes 09 seconds East a distance of 1,003.60 feet; thence continuing along said North right-of-way line North 87 degrees 29 minutes 12 seconds East a distance of 219.62 feet; thence continuing along said North right-of-way line North 87 degrees 38 minutes 48 seconds East a distance of 248.54 feet; thence continuing along said North right-of-way line North 89 degrees 05 minutes 21 seconds East a distance of 543.03 feet; thence continuing along said North right-of-way line North 37 degrees 33 minutes 57 seconds East a distance of 26.57 feet; thence South 00 degrees 59 minutes 04 seconds East a distance of 245.85 feet to a point on the South line of said Southwest Quarter; thence South 89 degrees 09 minutes 14 seconds West a distance of 2,134.31 to the point of beginning.

Said tract contains 463,490 square feet, ( 10.64 acres) of land more or less.

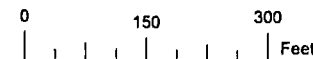


EXHIBIT CITY OF EASTBOROUGH DE-ANNEXATION		<b>CFS</b> ENGINEERS cfs.com	
DATE PROJECT # 12-3138	SCALE 1"=150'	DATE 6/09/14	SHEET 1 OF 1
REVISION BY JH	DATE 6/09/14	REVISION BY DT	SHEET 1 OF 1
SEC 19 T27S R02E		SEDGECWICK, CO	

## GENERAL PROVISIONS

Attached to and made a part of LETTER AGREEMENT dated September 19, 2014 between CITY OF WICHITA (OWNER) and Cook, Flatt & Strobel Engineers P.A. (ENGINEER) in respect of the Project described therein.

### SECTION 1 - BASIC SERVICES OF ENGINEER

#### 1.1 General

1.1.1 ENGINEER shall perform professional services as stated in Appendix A which include customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.1.2 Site Access and Control. OWNER grants to ENGINEER the right of entry to the Project Site by ENGINEER, its employees, agents, and subcontractors, to perform the Services. If OWNER does not own the Project Site, OWNER warrants to ENGINEER that OWNER has the authority and permission of the owner or occupant of the Project Site to grant such right of entry to ENGINEER. If as a requirement of performing the Services, ENGINEER damages or alters a Project Site owned by a third party, OWNER agrees to pay the cost of restoring the Project Site to the condition of the Project Site prior to the performance of the Services, unless such damage or alteration is caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its employees, agents, or contractors. OWNER acknowledges that it is now and shall remain in control of the Project Site at all times. ENGINEER shall have no responsibility or liability for any aspect or condition of the Project Site, now existing, or hereinafter arising or discovered unless caused by the sole negligent acts, negligent omissions, or willful misconduct of ENGINEER, its agents, employees or contractors. Except as set forth herein, ENGINEER does not, by its entry into the Project Site, or the performance of the Services, assume any responsibilities or liability with respect to the Project Site. ENGINEER does not undertake to report to any federal, state, or local governmental agency any conditions existing at the Project Site which may present a potential danger to public health, safety, or the environment and of which it is actually aware if ENGINEER is required to so report any such condition under any applicable federal, state or local law, rule, regulation or interpretation. If at any time during the performance of the Services, ENGINEER reasonably believes the safety of its employees, agents, subcontractors, or any other person is in jeopardy, ENGINEER reserves the right to immediately suspend the performance of the Services until such condition is remedied, or if such condition cannot be remediated to the reasonable satisfaction of ENGINEER, ENGINEER may terminate this Agreement.

1.1.3 Permit Assistance. ENGINEER agrees to assist OWNER in obtaining all necessary governmental permits, licenses, approvals, and documents required for the performance of the Services. ENGINEER's obligations to perform the Services are specifically subject to the issuance of all permits, licenses, approvals, or other documents required to enable ENGINEER to perform the Services.

1.1.4 Standard Practice. The Services will be performed on behalf of and solely for the exclusive use of OWNER and for no others. The Services performed by ENGINEER shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering and environmental consulting professions in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, ENGINEER MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ENGINEER TO OWNER.

### SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 OWNER, without invalidating this Agreement, may request changes within the general scope of the Services required by this Agreement by altering

or adding to the Services to be performed, and any such changes in the Services shall be performed subject to this Agreement. Upon receiving OWNER's request, ENGINEER shall return to OWNER a change proposal setting forth an adjustment to the Services and Project Cost estimated by ENGINEER to represent the value of the requested changes. Following OWNER's review of ENGINEER's change proposal, OWNER shall execute a written change order or contract amendment directing ENGINEER to perform the changes in the Services.

2.2 If the parties agree, ENGINEER shall provide resident Project representation under ENGINEER's supervision which will be paid for by OWNER as indicated in Exhibit A "Further Description of Basic Engineering Services and Related Matters" and which will be intended to assist ENGINEER in observing performance of Contractor(s)' work, but will not involve ENGINEER in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to OWNER any guarantee by ENGINEER of the accuracy, quality or timeliness of Contractor(s)' performance.

### SECTION 3 - OWNER'S RESPONSIBILITIES

3.1 OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the project; examine and respond promptly to ENGINEER's submissions; and give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the work.

3.2 ENGINEER shall indicate to OWNER the information reasonably needed for rendering the Services described in each purchase order, proposal or scope of work. ENGINEER shall review existing information provided by others and shall give OWNER its opinion as to the risks associated with reliance on such information. OWNER will immediately transmit to ENGINEER any new information concerning the Project that becomes available to it, either directly or indirectly, during the performance of this agreement. OWNER agrees to render reasonable assistance as requested by ENGINEER so the performance of the Services under this Agreement may proceed without delay or interference. ENGINEER will not be liable for any advice, judgment or decision based on inaccurate or incomplete information furnished by OWNER. To the extent that ENGINEER is required to rely solely upon existing information, OWNER agrees to waive any claim against ENGINEER and to indemnify and hold harmless ENGINEER from and against any and all claims, damages, losses, liability, and expenses, including attorneys fees, which may arise from errors, omissions, or inaccuracies in existing information provided to ENGINEER by OWNER, unless caused by or arising out of the sole negligent acts or omissions, or willful misconduct of ENGINEER or its employees, agents, or contractors. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property.

3.3 OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

3.4 Subcontract and Assignment Authorization. ENGINEER shall have the right to subcontract Project Services to be provided under this Agreement to qualified providers of services selected by ENGINEER. The fees and costs of such subcontractor(s) shall be included in ENGINEER's fee as specified in this Agreement, unless OWNER agrees that subcontractor services are to be directly billed to OWNER. ENGINEER shall have the right to assign and delegate any portion or all of its rights and obligations under this Agreement to qualified providers of services selected by ENGINEER, provided that such providers of services are related to ENGINEER as parent, subsidiary or otherwise affiliated entities. Such assignment and delegation shall be on the same terms and conditions as set forth in this Agreement, except that assignees share of the fee for services and the scope of work shall be set forth in a schedule that incorporates by reference the terms and conditions of this Agreement, unless otherwise modified. Such schedule shall include an express assignment and delegation by ENGINEER, and acceptance of such assignment and delegation by the assignee. OWNER hereby prospectively consents to and ratifies such assignment and delegation, which shall be effected at the discretion of ENGINEER.



## **SECTION 4 – TERMS AND CONDITIONS**

### **4.1 Betterment**

If a required item or component of the project should be omitted from construction documents, ENGINEER shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will ENGINEER be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

### **4.2 Billing and Payment**

Invoices submitted by ENGINEER are due upon presentation and shall be considered PAST DUE if not paid within twenty one (21) calendar days of the invoice date. If payment is not received by ENGINEER within twenty one (21) calendar days of the invoice date, invoices shall bear interest at one-and-one half (1.5) percent (or maximum allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. If the OWNER fails to make payments when due and ENGINEER incurs any costs in order to collect overdue sums from the OWNER, the OWNER agrees that all such collection costs incurred shall immediately become due and payable to ENGINEER. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable ENGINEER staff costs at standard billing rates for ENGINEER time spent in efforts to collect. This obligation of the OWNER to pay collection costs shall survive the term of this Agreement or any earlier termination by either party.

If the OWNER fails to make payments when due or otherwise is in breach of this Agreement, ENGINEER may suspend performance of services upon seven (7) calendar days' written notice to the OWNER. ENGINEER shall have no liability whatsoever to the OWNER for any costs or damages as a result of suspension caused by any breach of this Agreement by the OWNER.

### **4.3 Certifications, Guarantees and Warranties**

ENGINEER will, as a matter of professional practice, affix a professional seal to the final copy of all completed plans, surveys or reports. Should the OWNER's project needs require ENGINEER to sign specific certifications or other documents, either for the OWNER or for second parties (such as lenders or potential buyers), the OWNER shall provide ENGINEER with copies of all such documents, containing the language to be signed, prior to entering into this contract. ENGINEER will review the certifications or documents submitted by the OWNER to determine whether complete and sufficient information is being collected or generated as part of the proposed scope of work to allow ENGINEER, as licensed professionals, to sign documents and, if not ENGINEER may propose a modified scope of work and cost. Any certifications or document language that ENGINEER has reviewed and agreed to sign as part of the scope of work shall be attached and made part of this agreement. ENGINEER shall not be required to sign any certifications or documents, no matter by whom requested, that have not been provided prior to entering the contract or that would result in ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence cannot be ascertained. The OWNER also agrees not to make resolution of any dispute with ENGINEER or payment of any amount due to ENGINEER in any way contingent upon ENGINEER's signing any such certification.

### **4.4 Consequential Damages**

Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the OWNER or ENGINEER, their employees, agents, sub ENGINEERs or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of income, loss of profit, loss of business, and/or loss of reputation.

### **4.5 Reuse of Documents.**

All documents including Drawings and Specifications, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project. Upon full payment of ENGINEER's compensation for this project, a license to use the instruments of service shall be transferred to the OWNER. ENGINEER shall retain ownership and copyright of the instruments of service and the right to reuse the information contained in them in the normal course of ENGINEER's practice. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting there from. The OWNER further agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, in accordance with ENGINEER's prevailing fee schedule and expense reimbursement policy.

### **4.6 Transfer of Electronic Data**

When honoring a request to transfer, in electronic format, any documents to the OWNER, or others designates by the OWNER, ENGINEER makes no representations as to compatibility, usability, or readability of electronic files resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER in creating the files. Electronic drawing files typically contain sufficient data to generate a graphical representation useful for plotting hard copies, but typically do not contain all data necessary for automation of field construction staking activities (this additional data is only developed by ENGINEER if retained for construction staking). Data stored in electronic format is subject to random errors during file transfers and addition, deletions and amendments by agents outside the control of ENGINEER. For these and other reasons, information contained in the electronic files should be treated as a secondary information source to archival hard copies. Information contained in the signed and sealed documents should be deemed to be superior to electronic information. Any inconsistencies the OWNER discovers, between the electronic information and hard copy documents should immediately be reported to ENGINEER so that the source of the inconsistency may be investigated. See Reuse of Instruments of Service for additional terms and conditions related to electronic data and other instruments of service.

### **4.7 Opinions of Cost.**

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.2. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by OWNER will be considered Additional Services and paid for as such by OWNER.

### **4.8 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, ENGINEER will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

### **4.9 Successor and Assigns.**

4.9.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other part of the Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

4.9.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 4.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractor, as he may deem appropriate to assist him in the performance of services hereunder.

4.9.3 Nothing herein shall be construed to give any rights or Benefits hereunder to anyone other than OWNER and ENGINEER.

#### 4.10 Arbitration

4.10.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to the Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in paragraphs 4.10.3 and 4.10.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 4.6 will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

4.10.2 Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

4.10.3 All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

4.10.4 No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

4.10.5 By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraph 4.10.3 and 4.10.4 may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent.

#### 4.11 Limitation of Liability

4.11.1 In recognition of the relative risks and benefits of the project to both the OWNER and ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent by law, to limit the liability of ENGINEER to the OWNER for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fee and costs and expert-witness fees and costs, so that the total aggregate liability of ENGINEER to the OWNER shall not exceed \$10,000 or ENGINEER's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Should the OWNER desire greater liability limits for the Project, the OWNER shall request such additional insurance prior to entering into this Agreement and

ENGINEER will provide a cost quote for the additional insurance, based on the OWNER's requirements.

4.11.2 Insurance. In addition to any other insurance which ENGINEER may choose to carry, ENGINEER shall, at its sole expense, maintain in effect during the performance of the Services under this Agreement insurance coverages as follows: Workers Compensation as required by state law; General Liability and Automobile Liability with a combined single limit of \$1,000,000 per occurrence; Professional Liability, including Pollution Liability \$1,000,000 for claims made against ENGINEER for negligent errors or omissions in performance of Services hereunder. ENGINEER shall deliver to OWNER certificates of insurance, if requested by OWNER.

4.11.3 Indemnification. ENGINEER shall defend, indemnify and hold harmless the OWNER and its officers, employees, servants, agents, successors, and assigns from and against any and all liability, claims, demands, suits, actions, third party claims, penalties, fines, debts, accounts, damages, costs, expenses, losses and attorneys fees (hereinafter referred to collectively as Damages) which directly arise out of or result from injury or death to its employees and subcontractors or damage to property, to the extent the injury or damage is caused by the negligent act or willful misconduct of ENGINEER or its employees, servants and agents in the performance of ENGINEERs work under this Agreement. The OWNER shall give prompt notice to ENGINEER of any such suit, claim, demand, or action relating thereto in order to provide ENGINEER with the earliest opportunity to defend against any actions or proceedings for Damages. Indemnification under this provision shall exclude any and all Damages which either directly or indirectly arise out of or result from acts, errors, or omissions of the OWNER or any of their officers, employees, servants, agents, ENGINEERs, or other representatives. Neither party shall be liable to the other party for any special, indirect, incidental, punitive or consequential damages, whether based on contract, tort (including negligence), strict liability or otherwise.

4.11.4 Third Party Claims. In the event any third party brings a suit or a claim for damages against ENGINEER alleging exposure to or damage from materials, elements or constituents at or from the Project Site before, during or after services are performed by ENGINEER under this Agreement, which is alleged to have resulted in or caused any adverse condition to any third party or resulted in claims arising from remedial action, cleanup, uninhabitability of property, or other property damage, OWNER, except to the extent of ENGINEERs gross negligence or willful misconduct, agrees to defend, indemnify and hold ENGINEER harmless against any such suit or claim and any obligation or liability arising there from.

4.11.5 Unforeseen Occurrences. If, during the performance of Services under this Agreement, any unforeseen conditions or occurrences, including without limitation unforeseen hazardous substances or waste, are encountered which, in ENGINEERs sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the scope of Services, OWNER will agree with ENGINEER to modify the scope of Services and ENGINEER will provide an estimate of additional charges to include provision for the previously unforeseen circumstances. Such estimate, when calculated by OWNER and ENGINEER will be a valid change order. As an alternative, ENGINEER may terminate Services under this Agreement in writing effective on the date specified by ENGINEER, in which event OWNER shall pay ENGINEER for services performed to the date of termination, plus reasonable expenses of termination.

4.11.6 Force Majeure. ENGINEER shall not be liable to OWNER for any loss, liability, cost, damage or expense arising out of the delay or failure to render Services under this Agreement where such delay or failure arises by reason of legislative, administrative or government prohibition, fire, weather conditions, hostilities, civil disturbances, labor or industrial disputes, acts of God or any other event beyond the reasonable control of ENGINEER, in which event either party may terminate that portion of the Services under this Agreement not yet completed, and ENGINEER shall have no further liability to OWNER therefore. A change authorization extending the time to perform and stating an appropriate fee adjustment may be elected by mutual agreement of the parties hereto as an alternative to termination.

4.11.7 Captions. The captions and headings in this Agreement are for purposes of reference only, and shall in no way limit or otherwise affect any of the terms or provisions hereof.

## **SECTION 5 – Geotechnical and Engineering**

### **5.1 Tests and Inspections**

Client shall cause all tests and inspections of the site, materials and work performed by CFS or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and CFS's recommendations. No claims for loss, damage or injury shall be brought against CFS by client or any third party unless all tests and inspections have been so performed and unless CFS's recommendations have been followed. Client agrees to indemnify, defend and hold CFS, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or CFS's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of CFS, its officers, agents or employees.

### **5.2 Scheduling of Work**

The services set forth in CFS's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by CFS personnel at the prices quoted. If CFS is required to delay commencement of the work or if, upon embarking upon its requirements of third parties, interruptions in the progress of construction or other causes beyond the direct reasonable control of CFS, additional charges will be applicable and payable by client.

### **5.3 Sample Disposal**

Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of CFS's report.

**5.4 Hazardous Materials** Nothing contained within this agreement shall be construed or interpreted as requiring CFS to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

2930 SW Woodside Drive  
Topeka, Kansas 66614  
(785) 272-4706 Office  
(785) 272-4736 Fax

cfse.com

Other Offices:  
Lawrence, Kansas  
Kansas City, Kansas  
Wichita, Kansas  
Kansas City, Missouri  
Branson, Missouri  
Springfield, Missouri

September 19, 2014

City of Wichita  
455 N. Main  
Wichita, KS 67202

Attn: Shawn Mellies, Chief Design Engineer

Dear Shawn:

CFS Engineers proposes to provide professional engineering services in connection with providing survey services and legal descriptions of each lot for the area of the Kellogg Project near Eastborough Park. (hereinafter called the "project").

Our services will consist of professional engineering services as set forth in the printed General Provisions as amended consisting of four pages, supplemented in Appendix A consisting of one page and Exhibit A consisting of one page thereto, all of which are attached to this letter, and such additional services as you may request.

Lump Sum Fees for our services are as follows:

**Survey and Legal Descriptions ..... \$ 7,800.00**

Additional or non-customary services will be negotiated as required.

Payments will be made monthly based on progress invoices prepared by CFS. CFS will begin services promptly after the receipt of your acceptance of this proposal.

If there are protracted delays exceeding one year for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.

Kenneth M. Blair, P.E.  
Chairman

Robert S. Chambers, P.E.  
President-Treasurer

Sabin A. Yañez, P.E.  
Senior Vice President-Secretary

Kevin K. Holland, P.E.  
Vice President

Daniel W. Holloway, P.E.  
Vice President

Charles C. LePage, P.E.  
Vice President

Lance W. Scott, P.E.  
Vice President

City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 2 for 135<sup>th</sup> Street West, Maple to Central (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the change order.

**Background:** On August 8, 2014, a contract with Kansas Paving was approved in the amount of \$3,332,338 for improvements to 135<sup>th</sup> Street West between Maple and Central. On September 2, 2014, Change Order No. 1 was processed for internal record keeping purposes to separate the encumbrances for the waterline construction work from the paving improvements. The contract completion time and cost were unaffected by the change order.

**Analysis:** A storm sewer outfall within the project crosses an existing water line. Record information referenced during design was inaccurate. The elevation of the existing waterline is five feet higher than plan elevation and must be lowered to accommodate the storm sewer. The contract completion time should be extended by six days to allow the extra work.

**Financial Considerations:** The cost of the extra work is \$23,727 and brings the total contract amount to \$3,356,065. The change order represents 0.7% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. Funding is available in the existing budget, which was approved by the City Council on August 5, 2014 and is funded by General Obligation bonds.

**Legal Considerations:** The Law Department has reviewed and approved the change order as to form. The change order is within the 25% of contract cost limit set by City Council policy.

**Recommendations/Actions:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change Order No. 2.



To: Conspec, Inc. d/b/a Kansas Paving

Project: 135<sup>th</sup> Street West, Maple to Central

Change Order No.: 2

Project No.: 472-84308

Purchase Order No.: PO440669

OCA No.: 706938/636303

CHARGE TO OCA No.: 636303

PPN: 205404/774072

Please perform the following extra work at a cost not to exceed \$23,726.80

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

**Additional Work:** Lower 16" water main to install storm sewer.

**Reason for Additional Work:** The storm sewer outfall at paving STA 134+58 Rt. crosses an existing 16" water line. Record information was not accurate on the existing elevation of the water line. The existing 16" water line is five feet higher than plan elevation and needs lowered to install the storm sewer. Extend project duration so 2-way traffic is open by February 7, 2015 and final road surfacing and sidewalks are completed by May 7, 2015.

**Negotiated/**

<b>Line #</b>	<b>KDOT #</b>	<b>Item</b>	<b>Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
New	N.A.	Lower 16" WL		Negotiated	1 LS	\$23,726.80
New	N.A.	Extend project duration		Negotiated	1 LS	\$0.00

<b>CIP Budget Amount:</b>	<b>\$4,145,000.00 (706938)</b>	<b>Original Contract Amt.: \$3,332,338.59</b>
	<b>\$ 55,000.00 (636303)</b>	
<b>Consultant: Schwab-Eaton</b>		<b>Current CO Amt.: \$23,726.80</b>
<b>Total Exp. &amp; Encum. To Date: \$13,880.00</b>		<b>Amt. of Previous CO's: \$0.00</b>
<b>CO Amount: \$23,726.80</b>		<b>Total of All CO's: \$23,726.80</b>
<b>Unencum. Bal. After CO: \$17,393.20</b>		<b>% of Orig. Contract / 25% Max.: 0.71%</b>
		<b>Adjusted Contract Amt.: \$3,356,065.39</b>

**Recommended By:** GB**Approved:**\_\_\_\_\_  
Steve Degenhardt, P.E.      Date  
Construction Division Manager\_\_\_\_\_  
Gary Janzen, P.E.      Date  
City Engineer**Approved:****Approved**

Contractor

Date

Alan King

Date

Director of Public Works & Utilities

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Sharon L. Dickgrafe      Date  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Carl Brewer      Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk



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**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

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**TO:** Karen Sublett, City Clerk  
**FROM:** Sharon L. Dickgrafe, Interim Director of Law  
**SUBJECT:** Report on Claims for September, 2014  
**DATE:** October 6, 2014

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The following claims were approved by the Law Department during the month of September 2014.

Archibald, Trent	\$ 2,274.46
Gentile, Sabrina	\$ 180.02
Holmes, Kurt	\$ 902.64
Murray, Gordon	\$ 4,635.17
Schwarz, Kip & Janet	\$ 266.27
Shaw, Jane	\$ 125.00
Stastny, Jennifer	\$ 410.66
Universal Avionics/One Beacon	\$10,000.00* **
Westar Energy, Inc.	\$10,000.00* **
Whitlock, Sarah	\$ 4,859.18
Williams, Nathan	\$ 449.00**

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton, City Manager  
Shawn Henning, Director of Finance



City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** 2014 Permanent Supportive Housing Bonus

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Authorize the Housing and Community Services Department to apply for funding to implement a Permanent Supportive Housing program under the Continuum of Care, and authorize the necessary signatures.

**Background:** The U.S. Department of Housing and Urban Development (HUD) issued a Notice of Funding Availability (NOFA) for the Continuum of Care programs, which includes a new allocation category of permanent supportive housing for the chronically homeless. The Housing and Community Services Department was approached by the convener of the Continuum of Care, regarding submission of an application to administer this program.

**Analysis:** The Permanent Supportive Housing (PSH) program is designed to operate from a housing first model, providing immediate housing for clients and providing intensive case management services once they are housed. The Housing and Community Services has administered a Housing First program since 2009 and has achieved notable successes for over half of those served during that time.

HUD has determined by formula, that \$364,369 will be available for PSH in our community. The staff proposal includes application for this entire amount, which will be expended over a two year period. The proposed PSH program will be administered much like the current Housing First program. However, the PSH grant application will include funding for a staff person who will handle both the leasing and case management activities for individuals or families in this program.

**Financial Considerations:** No general funds are obligated for this program.

**Legal Considerations:** The Law Department has approved the 2014 Permanent Supportive Housing application as to form.

**Recommendation/Action:** It is recommended that the City Council authorize the Housing and Community Services Department to apply for funding to implement a Permanent Supportive Housing program under the Continuum of Care, and authorize the necessary signatures.

**Attachments:** Summary of PSH application.

## **Permanent Supportive Housing Bonus – Application Summary**

### **October 21, 2014**

#### Funder

U.S. Department of Housing and Urban Development (HUD)

#### Amount

\$364,369

#### Purpose

Provide rapid housing for chronically homeless individuals and families

#### Definition (Chronically homeless individuals and families)

An individual who:

i. Is homeless and lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and

ii. Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last 3 years; and

iii. Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability;

**(b)** An individual who has been residing in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital, or other similar facility, for fewer than 90 days and met all of the criteria in paragraph (1) of this definition [as described in Section I.D.2.(a) of this Notice], before entering that facility; or

**(c)** A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraph (1) of this definition [as described in Section I.D.2.(a) of this Notice, including a family whose composition has fluctuated while the head of household has been homeless.

#### Program Design

Grant funds will be used for housing costs and supportive services which can include case management, food, housing search and counseling, life skills, outreach, transportation and utility deposits. Supportive services funds will also be used to provide a staff person to facilitate the placement of chronically homeless individuals and families into stable, safe, affordable housing, and coordinate the delivery of services necessary for the individuals and families to address challenges and barriers they face to becoming self-sufficient. It will be modeled after the current Housing First program which is funded by the City and County. It is anticipated that up to 25 placements can be made with the funds available. If successful it is possible to apply for renewal funding after the first two years.

City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council Members

**SUBJECT:** Settlement of City of Wichita v. Swift-Cor Aerospace, Inc.

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Approve settlement and Dismissal of Action.

**Background:** This case was filed by the City and Sedgwick County (the “County”), to recover their respective \$18,000 balances owed from Swift-Cor Aerospace, Inc. (“Swift-Cor”), due to its failure to perform under the terms of forgivable loan agreements approved by the City and County. Swift Cor. is no longer in operation and has forfeited its status as a Kanas Corporation. Impresa Aerospace, LLC (“Impresa”), as purchaser of Swift-Cor’s assets, has offered to settle the pending litigation by paying Swift-Cor’s debts to the City and County in exchange for the legal action being dismissed.

**Analysis:** Because of the uncertainty and risks associated with the collection of the debt owed by Swift-Cor, the Law Department recommends acceptance of the offer.

**Financial Considerations:** Once approved by all parties, the agreement would provide for Impresa, prior to October 27, 2014, to pay \$18,000 each to the City and the County.

**Legal Considerations:** The Law Department recommends acceptance of the offer of settlement.

**Recommendations/Actions:** Approve the settlement and authorize necessary signatures.

**CITY OF WICHITA**  
**City Council Meeting**  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of a Portion of 3950 North Hoover for the K-96 and Hoover Road Interchange Project in Exchange for the Use of Property Near Kellogg Drive and Armour Drive (Districts V and II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition and usage agreement.

**Background:** On January 28, 2014, the City Council approved the design concept to develop an interchange at K-96 and Hoover Road. The project will require the partial acquisition of four properties, together with the full taking of one additional tract. The proposed full acquisition is a residential property with all the other tracts being undeveloped. The project includes a partial interchange at Hoover and K-96, improvements to Hoover between the ramps, and the paving of 37<sup>th</sup> Street North from Hoover to one-half mile west where the paving will connect to existing paving. The tract being acquired is along Hoover Road and is part of a 147 acre parcel developed with two residential structures with outbuildings. The acquisition does not impact any of the improvements.

**Analysis:** The project requires 12,850 square feet of land and 300 feet of access control along Hoover. The owner proposed that in exchange for the needed right of way the City allow him to utilize and maintain a parcel of land located north of Kellogg Drive between Armour Drive and Towne East Mall Drive. This parcel was offered to the public via a Request for Proposal (RFP) with the owner being the only respondent to the RFP. The right of way being acquired was valued at \$30,000 and the City will be responsible to repay the unamortized amount of that value if the lease is terminated prior to the end of the lease term. The agreement requires that all City use of the property including drainage, pathways and utilities, not be impacted by the owner's use of the site.

**Financial Considerations:** There is no cost to the City for the acquisition. As a condition of the usage agreement, the owner has agreed to maintain the parcel being utilized, thus saving the City maintenance costs on that area. .

**Legal Considerations:** The Law Department has approved the usage agreement as to form.

**Recommendation/Action:** It is recommended that the City Council 1) approve the usage agreement; and 2) authorize the necessary signatures.

**Attachments:** Usage agreement, tract maps and aerial maps.

## USAGE AGREEMENT

This Usage Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BY AND BETWEEN

City of Wichita, Kansas  
455 North Main Street  
Wichita, KS 67202

“CITY”

AND

Eck Properties, Inc.  
7310 East Kellogg  
Wichita, Kansas 67207

“ECK”

WITNESSETH:

That CITY, in consideration of compensation to be paid and the covenants to be observed as herein set forth, and each and every one of them, does hereby lease and rent to ECK, for the term and under the conditions herein set forth, the vacant parcel described as follows, to-wit:

A portion of Rockwood South 3<sup>rd</sup> Addition described as being bound on the south by East Kellogg Drive, on the east by South Towne East Mall Drive, on the north by the connector between South Towne East Mall Drive and South Armour Drive and on the west by Armour Drive (the “Leased Premises”).

1. TERM. This Agreement shall be for a term of fifteen (15) year commencing October 1, 2014 and ending September 30, 2029. Provided that no terms or conditions of this Agreement have been violated, this agreement will continue to renew on a ten (10) year automatic renewal basis until written notice is provided by one party to the other no later than thirty (30) days prior to the end of the current term.

2. CONSIDERATION. As consideration for this Agreement and as rent for the use of said Leased Premises ECK agrees to cause to be deeded to CITY the ground described in attached Exhibit A and the access control described in attached Exhibit B. This shall serve as consideration for the initial term and all succeeding terms. The value of the land and access control to be deeded to the City is Thirty Thousand Dollars and Zero Cents (\$30,000). This amount shall be amortized over the initial term of the lease. If the lease is terminated by the City prior to the end of the initial term for reasons other than those described in Section 9 below, the City agrees to pay Eck the unamortized amount of the consideration.

3. USE OF THE PROPERTY. It is expressly agreed by the parties hereto that ECK may use the Leased Premises for display of vehicles for sale with a maximum of three (3) vehicles displayed at any given time. ECK will not use the Leased Premises for any other purpose without the consent of CITY. ECK expressly recognizes that the Leased Premises are publicly

owned and that the CITY desires that the Leased Premises be used in such a manner that gives the appearance of impartiality in political campaigns and on public issues; as such ECK will not use the Leased Premises for any partisan or political activity or for any overt public activities that takes a position on policy issues before the CITY and its agencies. ECK shall not use or occupy the Leased Premises for any unlawful, disreputable, or ultra-hazardous business purpose or activity, nor operate or conduct its activities in a manner constituting a nuisance of any kind.

4. CITY'S COVENANTS. It is agreed by the parties hereto that it shall be the duty and obligation of the CITY herein:

- a) To deliver the Leased Premises to ECK, at commencement of the term of this Agreement, in "as is" condition.
- b) To permit ECK to use the Leased Premises for the use described above.
- c) To maintain all utilities, drainage structures, signalization and pathways on the parcel.
- d) CITY will not add to or significantly modify the landscaping without ECK's consent.
- e) To indemnify ECK herein and save it harmless from and against all liability, penalties, damages, expenses and judgments arising from injury, or damage to persons or property of any nature, in said Leased Premises, or arising from public utilization of the Leased Premises or occasioned by any act or acts, or omissions of CITY, except to the extent those injuries or damages occur as a result of any act or acts, or omissions of ECK or ECK's agents.
- f) That if ECK's covenants are met as set forth in Section 5 of this Agreement, ECK shall have the right to the quiet and peaceful possession of said Leased Premises for the full term of this Agreement and any extensions thereto.

5. ECK'S COVENANTS. In consideration of the foregoing, ECK hereby agrees:

- a) To display the above referenced vehicles in a manner that will not block access to the pedestrian/bicycle path that transverses the Leased Premises or impede the view of any vision triangles for any vehicles using the adjacent public roads. Patrons of ECK will not be allowed access to vehicles displayed on the Leased Premises. Only employees of ECK will be allowed on the parcel for the sole purpose of moving display vehicles.
- b) ECK will keep the Leased Premises neat, clean, safe and sanitary during the term of this Agreement, including but not limited to, regular lawn and landscape maintenance and maintenance of the irrigation system and will return the Leased Premises in neat, clean, safe and sanitary condition at the end of the term of this Agreement; and to observe and comply with all regulations governing said Leased Premises made by any proper governing agency as to cleanliness, all without cost or expense to CITY. This shall include, where applicable, the maintenance of structures, and other improvements on the site and the control of noxious weeds. No improvements, revision of landscaping or removal of existing landscaping shall be made to the property without prior approval of the CITY.
- c) ECK agrees to move any vehicle that may be in conflict with CITY maintenance of the Leased Premises.
- d) To indemnify the CITY herein and save it harmless from and against all liability, penalties, damages, expenses and judgments arising from injury or damage to persons or property of any nature, in said Leased Premises, or arising from materials or supplies which ECK uses or maintains in the Leased Premises, or arising out of ECK's operation of a

business or occasioned by any act or acts, or omissions of either ECK or ECK's agents or servants except to the extent those injuries occur as a result of any act or acts, or omissions of CITY or CITY's agents; and to this end, to carry a standard insurance policy with liability insurance in an amount of not less than \$500,000 per occurrence. ECK agrees to file with the City Clerk's office a copy of said insurance policy or certificate showing said insurance in force prior to occupancy of the Leased Premises, and with the CITY shown as additional insured.

e) To provide casualty insurance for the possible loss of property displayed on the site, and to insure such risk at ECK's expense.

f) ECK shall be responsible for all taxes levied against personal property placed by ECK on the Leased Premises. If any taxes for which ECK is responsible are levied or assessed against the CITY or CITY's property, ECK shall pay all such taxes within twenty (20) days from the date of notification from the CITY. In addition, ECK shall be responsible for payment of all ad valorem taxes levied against the Leased Premises as a result of this Agreement. ECK shall pay all such taxes within twenty (20) days from the date of notification from the CITY.

g) To allow no waste during occupancy of the Leased Premises of fencing, timber or buildings, with the exception of natural wear and tear or damage by the elements. ECK will not remove nor allow other persons to remove any fencing, timber, buildings, shrubbery, landscaping or parts thereof on the Leased Premises.

h) To not use, or permit said Leased Premises, or any part thereof, to be used for and by ECK for any purpose other than the purpose or purposes for which the Leased Premises are hereby leased.

i) Upon vacation, leave the Leased Premises clean and sanitary, the grass cut and trimmed, and all personal belongings, as well as all trash and debris, removed from the Leased Premises.

j) To not disturb the quiet enjoyment of neighbors or other tenants.

6. MUTUAL WAIVERS OF SUBROGATION. Each party hereby waives any and all claims against the other party for loss of or damage to its property in, on, or about the Leased Premises occurring during the term of this Agreement, or any extensions thereto, if, but only if, and only to the extent, that such loss or damage is covered by and recoverable under valid and collectible insurance carried by the waiving party.

7. DESTRUCTION. In the event of the destruction of the Leased Premises by fire, windstorm, or other cause, this Agreement shall immediately terminate and cease.

8. NONDISCRIMINATION. ECK agrees to comply with the requirements of CITY of Wichita Administrative Regulation #23, Nondiscrimination and Equal Opportunity Statement, attached hereto as Exhibit C.

9. TERMINATION.

a) The CITY may terminate this Agreement immediately for breach of the covenants and provisions of the Agreement by ECK.

b) If CITY requires the Leased Premises for municipal purposes during the term of this Agreement, ECK agrees to surrender the same upon ninety (90) days' written notice.

c) At the expiration of this Agreement, or upon the termination of this Agreement at any other time, ECK agrees to give and surrender peaceable possession of the Leased Premises to CITY, in the same condition as when received at the commencement of the Agreement.

10. ASSIGNMENT AND SUBLEASE.

It is agreed that this Agreement shall not be assigned by ECK, nor the Leased Premises sublet in whole or in part, without the prior written consent of the CITY, nor shall this Agreement, or any interest therein or thereunto be sold or assigned.

This Agreement is entered into by and between the parties for themselves, their successors, administrators and assigns, on the day and year above written.


CITY:  
CITY OF WICHITA

ATTEST:

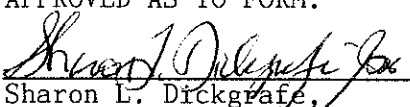
By \_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

ECK:  
ECK PROPERTIES, INC.

  
\_\_\_\_\_  
Les Eck, President

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sharon L. Dickgraft,  
Interim Director of Law  
and City Attorney



## **Exhibit A**

**Tract #6 - PK-213**

**Leslie A. Eck Revocable Trust**

**RIGHT-OF-WAY:**

Commencing from a point 30 feet North and 30 feet West of the Southeast corner of the Southeast Quarter of Section 27, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence West, parallel with and 30 feet North of the South line of said Quarter, a distance of 570 feet to the point of beginning; thence North, parallel with the East line of said Quarter, a distance of 20.00 feet; thence West, parallel with and 50 feet North of said South line, a distance of 642.65 feet to a point 1350 feet East of the West line of said Quarter; thence South, parallel with said West line, a distance of 20.00 feet; thence East, parallel with and 30 feet North of said South line, a distance of 642.53 feet to the point of beginning, containing 0.295 acres, more or less.

## **Exhibit B**

**Tract #6A - PK-213**

**Leslie A. Eck Revocable Trust**

**ALL RIGHT OF ACCESS:**

All right of access to and from the abutting public roadway over and across a line in the Southeast Quarter of Section 27, Township 26 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, described as: Commencing from the Northeast corner of said Quarter; thence South, along the East line of said Quarter, a distance of 550 feet; thence West, parallel with the North line of said Quarter, a distance of 50.00 feet to the point of beginning; thence South, parallel with and 50 feet West of said East line, a distance of 300 feet to the point of termination.

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the CITY, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the CITY, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the CITY of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the CITY of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said CITY for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the CITY in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or Agreement and it may be canceled, terminated or suspended in whole or in part by the CITY or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subAgreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or Agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said CITY are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

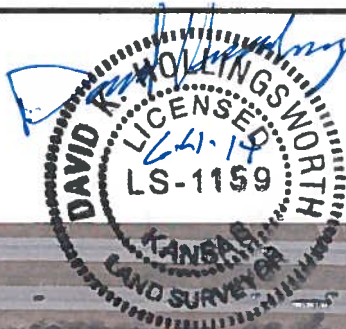


Tract #6 - PK-213  
Right of Way



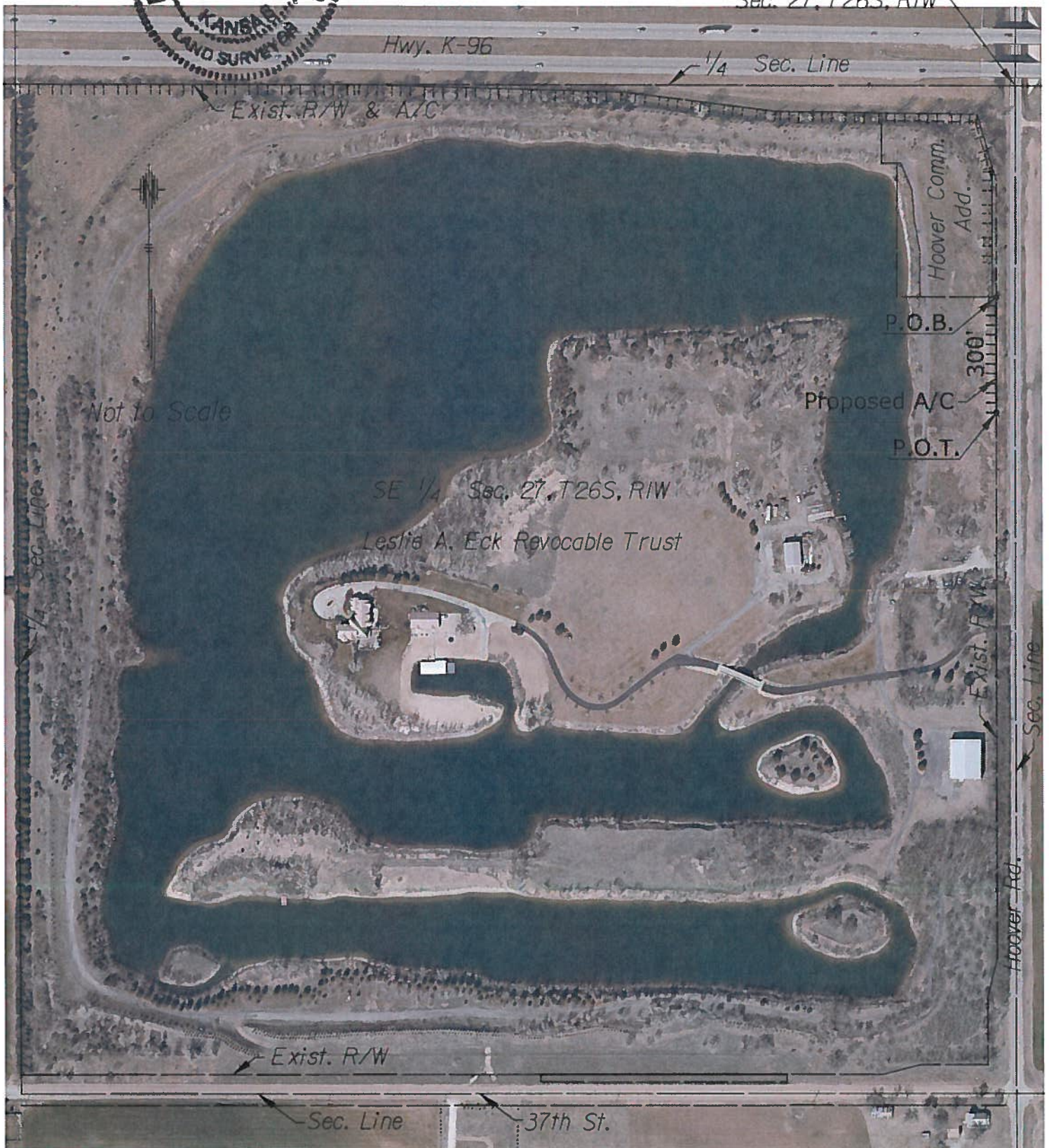
May 5, 2014





# Tract #6A - PK-213 Access Control

NE Cor., SE  $\frac{1}{4}$   
Sec. 27, T26S, RIW

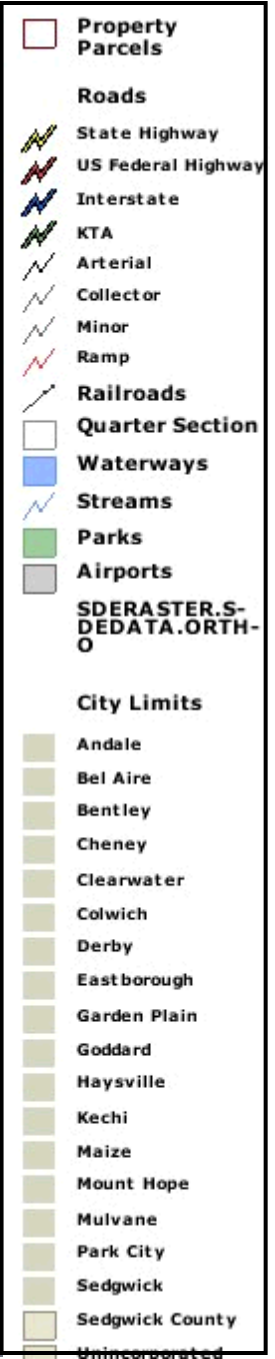


June 4, 2014





# Subject Parcel



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.





**Second Reading Ordinances for October 21, 2014 (first read on October 14, 2014)**

**A. South Central Economic Growth Strategy Collaborative Agreement.**

ORDINANCE NO. 49-844

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE SOUTH CENTRAL KANSAS ECONOMIC GROWTH STRATEGY PROPOSAL COLLABORATIVE AGREEMENT WITH WICHITA STATE UNIVERSITY.

**B. ZON2014-22/CUP2014-26 City Zone Change from SF5 Single family Residential to LC Limited Commercial With a CUP Amendment to Add a Parcel to DP 308, Generally located between Gouverneur and Whittier and 500 Feet South of Kellogg, 602 and 608 South Gouverneur and 601 and 607 South Whittier. (District II)**

ORDINANCE NO. 49-843

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**C. Acquisition by Eminent Domain of Tracts Required for the Meridian – McCormick to Pawnee Improvement Project.**

ORDINANCE NO. 49-848

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE IMPROVEMENT OF MERIDIAN AVENUE FROM MCCORMICK AVENUE TO PAWNEE AVENUE IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN.

**D. Ordinance Making a Non-Substantial change to the District Plan for Old Town Cinema District. ( District VI)**

ORDINANCE NO. 49-849

AN ORDINANCE AMENDING ORDINANCE NO. 44-464 OF THE CITY OF WICHITA, KANSAS, AS PREVIOUSLY SUPPLEMENTED BY ORDINANCE NO. 45-157 OF SAID CITY, RELATING TO A NON-SUBSTANTIAL CHANGE TO THE DISTRICT PLAN FOR THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT.

- E. **ZON2014-00021 Request for a Zone Change from GO General Office to LI Limited Commercial with a Protective Overlay on Property Generally Located North of 10<sup>th</sup> Street North on the West Side of Topeka Avenue. (District VI)**

ORDINANCE NO. 49-845

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

- F. **ZON2014-00023 Request to Amend Protective Overlay PO #9 to Allow Vehicle Sales on LC Limited Commercial Zoned Property Generally Located North of Pawnee Avenue on the East Side of Seneca Street. (District IV)**

ORDINANCE NO. 49-846

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

- G. **SUB2014-00028 Plat of Life Church Addition located on the Southeast Corner of Central and 127<sup>th</sup> Street East. (District II)**

ORDINANCE NO. 49-847

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita  
City Council Meeting  
October 21, 2014

**TO:** Mayor and City Council

**SUBJECT:** SUB2014-00034 -- Plat of Chaparral Field Addition located on the North Side of 69<sup>th</sup> Street North, West of Meridian (County)

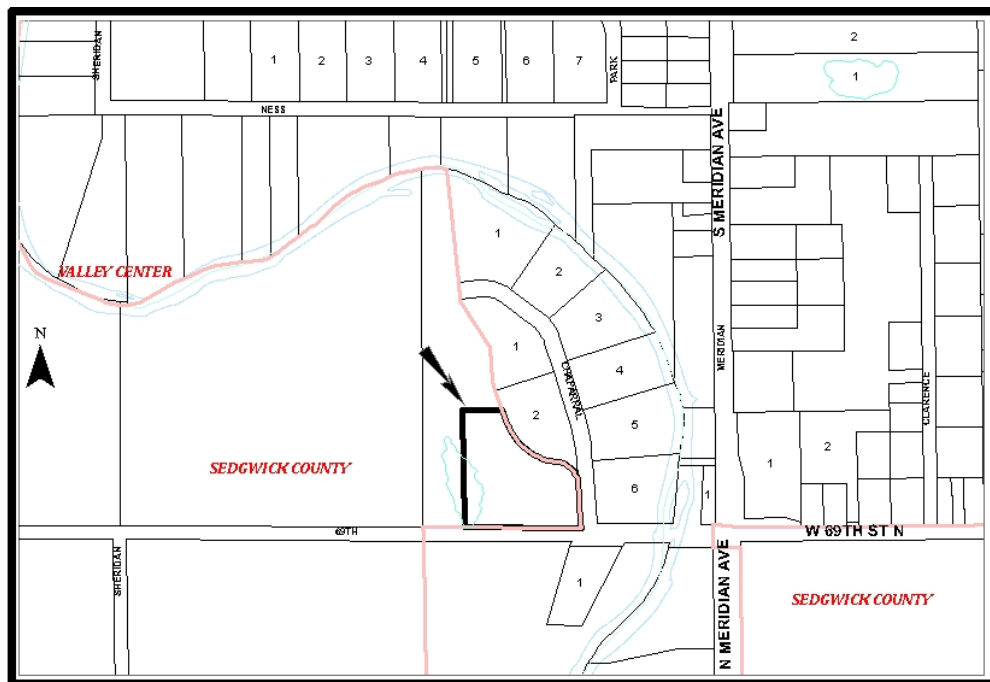
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (8-0)



**Background:** The site consists of one lot on 4.35 acres. It is located in the County within three miles of Wichita's boundary.

**Analysis:** The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sanitary sewer and water facilities.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** There are no legal considerations associated with the plat.

**Recommendations/Actions:** It is recommended that the City Council approve the plat and authorize the

necessary signatures.

**Attachments:** There are no attachments associated with the plat.